



REQUEST FOR PROPOSAL (RFP)

**FOR ENGAGEMENT OF CONSULTANT FOR IMPLEMENTATION OF
GOODS AND SERVICES TAX (GST)**

**RFP REFERENCE NO. 1/2017
DATED: 1st March 2017**

**STATE BANK OF INDIA,
FRT DEPARTMENT,
3rd Floor, STATE BANK BHAWAN,
MADAME CAMA ROAD, NARIMAN POINT,
MUMBAI – 400 021**

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REQUEST FOR PROPOSAL (RFP)
FOR APPOINTMENT OF CONSULTANT FOR GOODS AND SERVICE TAX

1. BID DETAILS

1	Date and time of commencement of Bidding Process (I,e Posting of Tender Document on Web Site)	Date: 01.03.2017
2	Last date and time for receipt of written queries for clarification from bidders	Date: 04.03.2017 Time: 5.00 P.M
3	Last date and time for reply to queries by the Bank	Date: 10.03.2017 Time: 5.00 P.M
4	Last date and Time for submission of Technical and Commercial Bid by the bidders	Date: 20.03.2017 Time: 3.00 P.M
5	Date and Time of opening of the Technical Bids	Date: 20.03.2017 Time: 4:00 PM
6	Date of Presentation	Date of presentation will be advised on SBI website along with list of eligible firms meeting criteria as per Part (a) Annexure A.
7	Date and Time of opening of the Commercial Bids	Date and time for opening of commercial bids will be advised at the time of presentation with Appointed internal committee
8	Place of opening of Technical Bids and Financial Bids	FRT Department, Corporate Centre, 3 rd Floor State Bank Bhavan Mumbai. Representatives of bidders may be present during opening of the Bid. However, Bids would be opened even in the absence of any or all of the bidders representatives.
9	<p>The firms, who qualify as per mandatory eligibility criteria mentioned in Annexure A Part (a), will be called for presentation with the Bank's appointed internal committee (the list of such firms would be displayed on the Bank's websites by 24th March 2017).</p> <p>After presentation, commercial bids will be opened and evaluated for firms securing 75% (75 out of 100) or more marks as per scoring given in Technical Proposal and Presentation. In case, the number of firms securing the minimum qualifying marks of 75%, as above, is less than five, the Bank reserves the right to reduce the minimum qualifying marks.</p>	
10	Address for communication (Bank)	<p>Name: Mr Sushil Kumar Shah Designation Deputy General Manager (Taxation) State Bank of India, Corporate Centre, FRT Deptt., 3rd floor, State Bank Bhavan, Madam Cama Road, Mumbai - 400021 Contact Number: 22740369, 22740322,22740340 Fax: 022 22023487 Email:servicetax.frt@sbi.co.in, dgm.tax@sbi.co.in</p>
11	Earnest Money Deposit	Rs. 50,000/- (Rupees Fifty thousand only) in the form of Demand Draft in favour of 'State Bank of India' payable at Mumbai. EMD should be enclosed with Technical Bid.

2. Overview

State Bank of India is India's largest bank having its branches spread across India. The Bank also has presence in 32 countries across the globe. The Bank offers wide range of products and services to both Corporate and Retail Customers. The Bank also has one of the largest networks of ATMs spread across all geographical locations. The Bank also provides services to its customers through alternate channels such as Internet Banking, Debit Cards, Mobile Banking, etc.

To expand its reach further, the Bank is also forging ahead with cutting edge technologies and innovative new banking models.

3. Purpose

Government is proposing to implement Goods and Service Tax (GST) which will replace most of the current indirect taxes. Accordingly, the Bank will be required to comply with notified GST Provisions. For transition to and implementation of GST provisions, the Bank invites Request for Proposal (RFP) from consultants of repute and proven track record.

Detailed activities/functions that the selected consultant is expected to perform is given in Terms of Reference (TOR) given in Annexure F.

4. Invitation

The Bank invites Proposals (the "Proposals") for selection of a GST consultant who shall assist the Bank in implementation with Proposed GST, as detailed in Terms of Reference.

The bidders desirous of taking up the project are invited to submit their technical and commercial proposal in response to this RFP in a manner as mentioned in Para 12 of this document. The criteria and the actual process of evaluation of the response to the RFP and subsequent selection of the Successful Consultant (SC) will be entirely at Bank's discretion. The applicants should have necessary experience, capability and expertise to perform, as per the scope of work and to meet the Bank's requirements/terms and conditions outlined in the RFP. The RFP is not an offer by 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 a Successful Consultant.

5. Definitions

- a. "SBI" or "Bank" means **State Bank of India**, constituted under the State Bank of India Act 1955, which has invited the bids for consultancy services, and with which the selected consultant signs the contract for the services to be rendered and to whom the selected consultant shall provide services as per the terms and conditions and terms of reference of the contract.
- b. "Bidder" means a consultant who is submitting its proposal for providing services to SBI.

- c. "Consultant" means any entity or firm or an association of persons submitting its proposal for providing services to SBI.
- d. "Contract" means the contract signed by the parties and all the attached documents and the appendices.
- e. "Day" means calendar day.
- f. "Personnel" means professionals and support staff provided by the consultant to perform the services or any part thereof.
- g. "Proposal" means the technical proposal and the commercial proposal.
- h. "RFP" means this "Request For Proposal" prepared by SBI for the selection of consultants.
- i. "Assignment/job" means the work to be performed by the consultant pursuant to the contract.
- j. "Terms of Reference (TOR) means the document included in the RFP which explains the scope of work, activities, tasks to be performed, etc.
- k. "Balance Sheet size" means the total of assets side of the balance sheet.

The term consultant, applicant and bidder have been used interchangeably in the RFP document.

6. **Eligibility Criteria :**

- 6.1. Applicants must read carefully the minimum conditions of eligibility criteria provided herein. Proposals of only those Applicants who satisfy these conditions will be considered for evaluation process. To be eligible for evaluation of its Proposal, the Applicant shall fulfill the eligibility criteria given in Annexure A Part (a).
- 6.2. An Applicant or its Affiliates should have, during the last three years, neither failed to perform on any agreement, as evidenced by imposition of a penalty by an arbitral or a judicial pronouncement or arbitration awarded against the Applicant or its Affiliates, nor been expelled from any project or agreement nor had any agreement terminated for breach by such Applicant or its Affiliates.

6.3. **Conflict of interest**

- 6.3.1. SBI requires that the consultants 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 expectation/consideration for award of any future assignment(s) from SBI.
- 6.3.2. Without limitation on the generality of the foregoing, the consultants, and any of their affiliates, shall be considered to have a conflict of interest (and shall not be engaged under any of the circumstances) as set forth below:

- i. **Conflicting assignment/job:** The consultant (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 consultancy to be executed for the same and/or for another organisation.
- ii. **Conflicting relationships:** The consultant or any of its affiliates (including its personnel) having a business or 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, may not be awarded a contract, unless the conflict stemming from such a relationship has been resolved in a manner acceptable to SBI throughout the selection process and the execution of the contract.

The consultant has an obligation to disclose any situation of actual or potential conflict that impacts its capacity to serve the best interests of SBI, or that may reasonably be perceived as having this effect. If the consultant fails to disclose such conflicts of interest and if SBI comes to know of such a situation at any time, then SBI reserves the right to disqualify the consultant during the bidding process or to terminate its contract during the tenure of assignment.

6.4. Employees of SBI shall not work as, for or be a part of, the firm of consultants.

7. **Terms of Reference: As given in Annexure F.**

8. **Earnest Money Deposit (EMD)**

- i. The Bidder shall submit the EMD of Rs.50,000/- (Rs. Fifty thousand only) by way of demand draft favouring 'State Bank of India' payable at Mumbai. EMD may be forfeited in the event of withdrawal of bid during the period of processing of RFP or in case the selected consultant fails to sign the contract within the period mentioned herein.
- ii. EMD should be submitted along with the application, given in Annexure E. Any application not accompanied by the requisite EMD shall be treated as non-responsive and is liable to be rejected.
- iii. The EMD of the unsuccessful bidders will be returned as early as possible, after completion of process of selection of the consultant. The EMD of the selected Consultant shall be refunded only after successful completion of one year of contract or expiry of the contract whichever is earlier.
- iv. No interest is payable on the amount of EMD.
- v. If EMD is forfeited for any reason, the concerned bidder will be debarred from further participation in future three RFPs floated by the Bank.

9. **Clarification and amendment of RFP documents**

- 9.1. The consultant may request a clarification on any clause of the RFP documents within the timelines mentioned as per Sr.No.2 of Table given in Para 1 of the RFP documents. Any request for clarification must be sent by e-mail to servicetax.frt@sbi.co.in, dgm.tax@sbi.co.in . SBI will respond by e-mail. The responses of the Bank will be published on SBI's website without identifying the source of the query. Should SBI deem it necessary to amend the RFP as a result of a clarification, it shall do so in accordance with the procedure stated under paragraph 9.2 below.
- 9.2. At any time prior to the deadline for submission of proposal, SBI may modify the bidding document by amendment. Any clarification issued by SBI will be in the form of an addendum/ corrigendum and will be available in SBI's website - <http://www.sbi.co.in>. 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. Interested applicants are advised to frequently visit the web sites for updating themselves about changes, if any, made in the RFP before the bid submission date.

10. **Bidding Document:**

- 10.1. Detailed description of the objectives, scope of services, and other requirements relating to this Consultancy are specified in Annexure F of this RFP. Interested applicants eligible as per Annexure "A" may participate in the Selection Process by submitting the bids as expected in this document.
- 10.2. Applicants are advised that the selection of Consultant shall be on the basis of an evaluation/Selection Process specified in this RFP in Para 15. Applicants shall be deemed to have understood and agreed that no explanation or justification for any aspect of the Selection Process will be given and that the Bank's decisions are without any right of appeal whatsoever.
- 10.3. No Bidder / Applicant shall submit more than one Application for the Consultancy. If a consultant submits or participates in more than one proposal, all such proposals shall be disqualified.

11. **Validity period of the Proposed Bid**

- 11.1. The proposal must be valid for 120 days after the last date for submission of proposal. During this period, the consultants shall maintain the availability of professional staff nominated in the proposal and also the commercial proposal shall remain unchanged.

12. **Preparation of proposals/Bid**

- 12.1. The proposal as well as all related correspondence exchanged by the consultants with SBI, shall be written in the English language. bidder who fulfil the criteria

specified in Annexure A Part (a) should send their Application (i.e. Technical and Commercial Proposal) in the format enclosed as Annexure E together with annexures E1 to E5 and other supporting documents to the Deputy General Manager (Taxation), Financial Reporting & Taxation Department, State Bank of India, Corporate Centre, 3rd Floor, Madame Cama Road, Mumbai – 400 021 so as to reach him **by 20th March, 2017 at 03:00 PM.**

- 12.2. The name of the assignment/job/project shall be 'Consultancy to SBI in implementation of GST'. Detailed scope of the assignment/job has been described in the Terms of Reference Annexure F.
- 12.3. In preparing their technical proposal, consultants are expected to examine in detail the documents comprising the RFP. Material deficiencies in providing the information requested may result in rejection of a technical proposal.
- 12.4. The bids shall be in two parts viz. Technical Proposal and Commercial Proposal. Both the Technical and Commercial Proposals shall be submitted in separate sealed envelopes super-scribing **"TECHNICAL PROPOSAL FOR APPOINTMENT OF GST CONSULTANT: TENDER REFERENCE NO. 1/2017"** on top of the envelope containing technical bid and **"COMMERCIAL PROPOSAL FOR APPOINTMENT OF GST CONSULTANT: TENDER REFERENCE NO.1/2017"** on top of the envelope containing commercial bid.
- 12.5. These two separate sealed envelopes should be put together in the sealed master envelope super subscribing **"PROPOSAL FOR APPOINTMENT OF GST CONSULTANT: TENDER REFERENCE NO.1/2017"**
- 12.6. The Technical Proposal shall contain the required documents, duly signed by the Applicant's Authorized Representative, in support of details mentioned in **Annexure A, E-1 to E-5**. A copy of the Commercial Proposal marking the prices is to be submitted in a separate sealed envelope along with the Technical Proposal. **The Demand Draft for EMD of Rs. 50,000/- should also be kept in the envelop containing the technical proposal.**
- 12.7. The Technical Proposal will be evaluated for technical suitability as per mandatory eligibility criteria given in Annexure A Part (a).
- 12.8. The Bank shall rank the technical proposals received. The parameters used in scoring the consultants are as per Annexure B Part (a) and as per the presentation i.e. as per Annexure B part (b). The individual firm with a separate firm registration number is to be considered for eligibility and scoring.
- 12.9. The firms, who qualify as per mandatory eligibility criteria mentioned in Annexure A Part (a), will be called for presentation with the Bank's appointed internal committee (the list of such firms would be displayed on the Bank's websites <http://www.sbi.co.in>. **by 24nd March, 2017**) or will be individually intimated by e-mail.

- 12.10. After presentation, commercial bids will be opened and evaluated for firms securing 75% (75 out of 100) or more marks as per scoring given in Technical Proposal and Presentation. In case, the number of firms securing the minimum qualifying marks of 75%, as above, is less than five, the Bank reserves the right to reduce the minimum qualifying marks.
- 12.11. The technical proposal (both Part (a) and Part (b) together) shall have 70 percentage weightage. The commercial bid will be having 30 percent weightage in final selection of the GST Consultant.
- 12.12. SBI will select a consultant firm from among the shortlisted firms displayed on the Bank's Website, to perform the assignment detailed in the TOR given in Annexure F. Further in case Banking subsidiaries of SBI or any other bank is merged with SBI, TOR will include implementation of GST in merged entities, no additional cost/fee will be payable. The bidder has to make their own evaluation in quantifying the financial bid and no further negotiation shall be permitted after the bid process, execution of contract till the completion of the term of service for whatsoever reason.
- 12.13. The proposal will be the basis for contract to be signed with the selected consultant. The contract shall be finalised within 30 days from date of issuance of final selection letter.
- 12.14. The consultant shall bear all costs associated with the preparation and submission of proposal and contract negotiation. SBI is not bound to accept any proposal, and reserves the right to annul the selection process without assigning any reason(s), at any time prior to signing of contract, without incurring any liability towards the consultants.

13. **Commercial proposals**

- 13.1. The Firms are required to submit commercial proposal in a separate envelope along with the technical proposal. After presentation, commercial bids will be opened and evaluated for firms securing 75% (75 out of 100) or more marks as per scoring given in Technical Proposal and Presentation. In case, the number of firms securing the minimum qualifying marks of 75%, as above, is less than five, the Bank reserves the right to reduce the minimum qualifying marks.
- 13.2. The date of opening of the commercial bid shall be communicated separately. The commercial proposal shall clearly indicate the:
- 13.2.1. One time cost for assisting the bank for implementation / transition to GST up to the actual date of implementation and including hand-holding, compliance with GST (including but not limited to filing to GST returns, availing and matching of input credit etc.) for a period following two quarters from the date of implementation.
- 13.3. Amount as stated in 13.2.1 should be mentioned both figures and words, in Indian Rupees, and signed by the Applicant's Authorized Representative. In the event of any difference between figures and words, the amount indicated in words shall

prevail. In the event of a difference between the arithmetic total and the total shown in the commercial proposal, the lower of the two shall prevail.

- 13.4. The cost quoted shall separately state the consultancy fee and applicable taxes (applicable taxes will be paid as per the tax rate prevailing at the time of actual payment). Out of pocket expenses, if any, will be paid on actual basis separately, for assignments outside Mumbai. The commercial proposal shall not include any conditions attached to it. Any such conditional commercial proposal shall be liable for rejection. Payment will be made after deducting tax deductible at source as per applicable tax laws.
- 13.5. The engagement will come into effect immediately after finalisation of the bidder and is required to be executed within specified time frame as detailed in TOR (Annexure F). Any delay beyond reasonable period of seven days, in each instance in each phase, will result in a penalty of 10% of the total value of contract as mentioned in annexure D. The term of engagement will end after all GST returns for the sixth month post GST implementation are filed i.e. if GST is implemented w.e.f 01.07.2017, the assignment will be over after GST returns for m/o December, 2017 are filed (which will be filed some where in January 2018)
- 13.6. During this period consultant will advise (as per the terms of reference given in Annexure F) for implementation of GST and hand holding and post implementation compliance (upto period of six months). The payments shall be made as under:

13.6.1. The payment terms would be as follows:

Particulars	Percentage	Completion stage
Phase – I	20%	After submission of detailed report as envisaged in Annexure F Para 1
Phase – II	30%	After completion of activities mentioned in Annexure F Para 2
Phase - III	25%	After filing successfully monthly GST returns for the first month post implementation of GST as mentioned in annexure F Para 3
Phase IV	25%	After filing successfully monthly GST returns for the sixth month's post implementation of GST as mentioned in Annexure F Para 4

14. **Submission, receipt and opening of proposal**

14.1. The original proposal, both technical and commercial proposals, shall contain no interlineations or overwriting.

14.2. An authorised representative of the consultants shall initial all pages of the RFP document and sign the original technical and commercial proposals as well as the Annexures. The authorisation shall be in the form of a letter or in any other form demonstrating that the representative has been duly authorised to sign and such authorisation shall be enclosed with the proposal. The signed technical and Commercial proposals shall be marked "original".

- 14.3. Both the Technical and Commercial proposals shall be submitted in separate sealed envelopes super scribing **“TECHNICAL PROPOSAL FOR APPOINTMENT OF GST CONSULTANT: TENDER REFERENCE NO.1/2017”** on top of the envelope containing technical bid and **“COMMERCIAL PROPOSAL FOR APPOINTMENT OF GST CONSULTANT: TENDER REFERENCE NO.1/2017”** on top of the envelope containing commercial bid.
- 14.4. These two separate sealed envelopes should be put together in the sealed master envelope super scribing **“PROPOSAL FOR APPOINTMENT OF GST CONSULTANT: TENDER REFERENCE NO.1/2017”** and should be addressed to

Deputy General Manager (Taxation)
FRT Department
State Bank of India
Corporate Centre, 3rd Floor, State Bank Bhavan,
Madame Cama Road, Mumbai – 400 021.

- 14.5. SBI shall not be responsible for postal delay, misplacement, loss or premature opening if the outer envelope is not sealed and/or marked as stipulated. This circumstance may be a cause for proposal rejection.
- 14.6. **The sealed master envelope containing the technical and commercial proposals should be submitted at the address given in paragraph 14.4 not later than 3.00 p.m. on 20.03.2017. Any proposal received by SBI after the deadline for submission shall be returned unopened. No further correspondence in this regard shall be entertained.**
- 14.7. **The sealed master envelope containing the technical and commercial proposals shall be opened on 20th March 2017 at 04:00 P.M. The sealed envelope of technical proposal shall be opened while the commercial proposal shall be kept in the sealed envelope for opening at a later date. Representatives of Bidders may be present during opening of the Technical proposals. However, Technical Proposals would be opened even in the absence of any or all of the bidders representatives.**

15. **Proposal evaluation**

- 15.1. From the time the proposals are opened to the time the contract is awarded, the consultants should not contact SBI, unless called for. The consultants should also not contact any of the officers/employees or representatives of the bank on any matter related to its technical proposal and/or commercial proposal with a view to influencing SBI in the examination, evaluation, ranking of proposals, and recommendation for award of contract. Such an effort shall result in the rejection of the consultants' proposals. Canvassing in any form would lead to disqualification of the proposal.
- 15.2. The firms, who qualify as per mandatory eligibility criteria mentioned in Annexure A Part (a), will be called for interaction with the Bank's appointed internal committee.

15.3. After presentation, commercial bids will be opened and evaluated for firms securing 75% (75 out of 100) or more marks as per scoring given in Technical Proposal and Presentation. In case, the number of firms securing the minimum qualifying marks of 75%, as above, is less than five, the Bank reserves the right to reduce the minimum qualifying marks.

15.4. The envelope containing commercial proposal (for qualified applicants as per Para 15.3 above) will be opened subsequently and would be evaluated according to a scoring system for final ranking as stated in the scoring sheet attached. (Annexure C).

15.5. In case of a discrepancy between amount in words and figures, the former will prevail.

15.6. SBI reserves the right

- I. to accept or reject any or all the proposals without assigning any reason and
- II. to engage a consultant for the entire Assignment/ Job only for one or more segments of the project.

16. **Disclaimer**

16.1. The information contained in this Request for Proposal (RFP) document or information provided subsequently to Bidder(s) or applicants whether verbally or in documentary form/email by or on behalf of State Bank of India (Bank), is subject to the terms and conditions set out in this RFP document and all other terms and conditions subject to which such information is provided.

16.2. This RFP is neither an agreement nor an offer and is only an invitation by the Bank to the interested parties for submission of bids. The purpose of this RFP is to provide the Bidder(s) with information to assist the formulation of their proposals. This RFP does not claim to contain all the information each Bidder may require. Each Bidder should conduct its own investigations and analysis and should check the accuracy, reliability and completeness of the information in this RFP and where necessary obtain independent advices/clarifications. Bank may in its absolute discretion, but without being under any obligation to do so, update, amend or supplement the information in this RFP. No contractual obligation whatsoever shall arise from the RFP process until a formal contract is signed and executed by duly authorized officers of the Bank with the Selected Bidder (SB).

16.3. The Bank, its employees and advisors make no representation or warranty and shall have no liability to any person, including any Applicant or Bidder under any law, statute, rules or regulations or tort, principles of restitution or unjust enrichment or otherwise for any loss, damages, cost or expense which may arise from or be incurred or suffered on account of anything contained in this RFP or otherwise, including the accuracy, adequacy, correctness, completeness or reliability of the RFP and any assessment, assumption, statement or information contained therein or deemed to form part of this RFP or arising in any way for participation in this Bid Stage.

- 16.4. The Bank also accepts no liability of any nature whether resulting from negligence or otherwise, howsoever caused arising from reliance of any Bidder upon the statements contained in this RFP.
- 16.5. The issue of this RFP does not imply that the Bank is bound to select a Bidder or to appoint the Selected Bidder (SB), as the case may be, for the Project and the Bank reserves the right to reject all or any of the Bidders or Bids without assigning any reason whatsoever.
- 16.6. The Bidder shall bear all its costs associated with or relating to the preparation and submission of its Bid including but not limited to preparation, copying, postage, delivery fees, expenses associated with any demonstrations or presentations which may be required by the Bank or any other costs incurred in connection with or relating to its Bid. All such costs and expenses will remain with the Bidder and the Bank shall not be liable in any manner whatsoever for the same or for any other costs or other expenses incurred by a Bidder in preparation or submission of the Bid, regardless of the conduct or outcome of the Bidding Process.
17. **Contract finalisation**
- 17.1. The selected consultant has to execute a contract / agreement in accordance with the terms and conditions in the RFP and in the format approved by SBI. SBI shall have the right not to enter into the contract with the consultant if there is any change in the names made available as per the Annexure E-3 of the RFP.
- 17.2. SBI will not consider substitution of professional staff, provided as per Annexure E-3, before signing the contract and during the tenure of the assignment unless both parties agree that undue delay in the selection of professional staff makes such substitution unavoidable, or for reasons such as death or medical incapacity, or if the professional staff has left the organisation. Any proposed substitute shall have equivalent or better qualifications and experience and complete details be submitted by the consultant within the 15 days of such event.
- 17.3. The contract/ agreement shall be executed only at Mumbai and the selected consultant shall bear the cost of stamp duty for the contract/ agreement as applicable in the state of Maharashtra.
18. **Confidentiality Agreement/Undertaking:** As the successful firm will have access to the data of the Bank, the Bank will require the firm to sign a confidentiality agreement/undertaking indemnity for not disclosing or part with any information relating to the Bank and its data to any person or persons or authorities, without written consent of the Bank. Breach of the same will result in cancellation of the agreement apart from other remedies which shall be available to the Bank against the consultant.

19. **Indemnification:** The GST consultant shall agree to indemnify the Bank against any loss on claims due to loss of data /damage to data of the Bank arising as a consequence of breach of any clause in terms and conditions of the agreement.
20. **Termination of Agreement:** A suitable clause for termination by giving suitable notice will be incorporated in the final agreement. The agreement with the selected firm may be cancelled at the Bank's discretion on account of following or without assigning any reason:
- a. On refusal to take up the allotted Assignment;
 - b. If the firm stands dissolved /reconstituted under the name/style of the firm is changed;
 - c. On not abiding by the terms and conditions stipulated in the agreement;
 - d. If the performance of the firm is not found satisfactory (viewed as such by the Bank's appropriate authority);
 - e. Any other reason at the discretion of the Bank.
21. **Disciplinary action for professional misconduct:** In case of any professional misconduct observed on the part of the selected firm, in addition to the remedies such as to debar such firm from any future service to the Bank, intimation of such misconduct to the authorities such as RBI/IBA/GOI, etc., the Bank will also be entitled to approach any Court of law or Governing authority such as ICAI.
22. **Miscellaneous Terms & Conditions**
- 22.1. Until a formal contract is prepared and executed, this offer together with Bank's written acceptance and notification of award shall constitute a binding contract with the consultant.
- 22.2. 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.
- 22.3. The Bank also reserves the right to alter/ modify any/ some/ all of the requirements, as it may deem necessary, and notify the same on its websites <http://www.sbi.co.in> before the last date for submission of response under this RFP. The Bidders should be agreeable for the same.
- 22.4. Bids not conforming to the requirements of the RFP may not be considered by SBI. However, SBI reserves the right, at any time before last date of submission of Technical & Financial proposal, to waive any of the requirements of the RFP, if in the sole discretion of SBI, the best interests of SBI would be served by such waiver.
- 22.5. SBI shall have the right to cancel the RFP process at any time prior to award of contract, without thereby incurring any liabilities to the affected Bidder(s). Reasons for cancellation, as determined by SBI, in its sole discretion, may 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 fees are unacceptable to the Work;

- (iv) The Project is not in the best interests of SBI;
- (v) Any other reason.

22.6. The Applicants shall be responsible for all of costs associated with the preparation of their Proposals and their participation in the Selection Process including subsequent negotiation, visits to the Bank, etc. The Bank will not be responsible or in any way liable for such costs, regardless of the conduct or outcome of the Selection Process.

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

22.8. All pages of RFP should be stamped and signed by Authorized Signatory of the Bidder and to be submitted with the bids.

22.9. Bank may choose to take an undertaking from employees of the consultant to maintain 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.

Eligibility Criteria

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

Sr. No.	Mandatory Eligibility Criteria	Documents Required
1	The Applicant firm should have been registered with ICAI and practicing continuously in India for the last 15 years as on 31.03.2016.	Constitution Certificate issued by ICAI
2	a) Firm should have minimum 8 partners (Qualifying Partners), and at least 10 C.A. employees (Qualifying Employees) and at least 2 DISA/CISA qualified staff on its payroll (as on 31.03.2016). b) All Qualifying partner and Qualifying Employee must be associated with the firm for a period not less than one year as on 31.03.2016.	Constitution Certificate issued by ICAI/ Self-declaration in format E-1 in case applicant firm is not registered with ICAI.
3	Firm should have a full-fledged office in Mumbai for at least last five years (as on 31.03.2016) with at least four partners stationed in Mumbai	Self-declaration in format E-1/ constitution certificate / Firm Card
4	Firm should be regular consultant for advisory / compliance services with respect to service tax or for advisory services in respect of implementation towards GST at whole organization level (organization having balance sheet size of more than Rs.5000 crores as on 31.03.2016) of at least one Bank/Financial Institutions during past five years (i.e.01.04.2011 onwards). (At least one year continuous engagement (as on 31st Jan., 2017) will be required for eligibility)	Client Certificate/ Appointment letter issued by the relevant organization clearly indicating the period covered.
5	The Firm should have average turnover of at least Rupees Five crore during last three financial years and should not have negative net worth in any of the last three years	Copy of audited financial accounts for F.Y. 2013-14,2014-15 and 2015-16 / A certificate from an independent chartered accountant certifying the turnover and net worth of the relevant years.
6	The firm should not have been banned / declared ineligible for corrupt and fraudulent practices by the Govt. of India / State Governments / RBI / ICAI and should not have any disciplinary proceedings pending against the applicant firm or any of the partners with ICAI/RBI.	Undertaking by the applicant Firm in format E.

Part (b)

Sr.No.	Desirable Eligibility Criteria	Documents Required
1.	System Audit of bank which have a balance sheet size of more than Rs.50000 crores as on 31.03.2016.	Client Certificate / copy of agreement with client
2.	Consultancy to / advocacy on behalf of any organization controlling or representing Banking / financial sector (like IBA, RBI, AMFI, IRDA, etc.) with respect to GST (during past two years i.e. from 01.04.2014 onwards).	Client Certificate / copy of agreement with client

NOTE : Eligibility Criteria shall include the bidder along with its affiliates/ Group companies/member firms working under the common brand name and engaged in similar activity of accounting advisory/ financial services, registered in India.

Parameters for evaluation of Technical Proposal

Part (a)

The parameters used in ranking the consultants are as follows :-

Sr.No.	Parameters	Maximum Marks	Criteria
1	Firm Establishment No of years of practicing in India as on 31.03.2016	15	Five Marks for minimum 15 years and one mark for each completed additional year.
2	Man Power and qualifications – No. of Partners and qualified CA Employees Each Partner/Employee must be associated with the firm as on 31.03.2015 and as on 31.03.2016.	20	Minimum 8 Partners (as on 31.03.2016)– Five marks, one mark each for additional partner:- maximum Ten marks For 10 C.A. employees - Three marks, One mark each for additional C.A. employee:- maximum Five marks. Additional qualification For 2 DISA/CISA qualified Partners/employees – Three marks, One mark each for additional DISA/CISA qualified partner/employee:- maximum Five marks. NOTE: No marks will be awarded to the partner or CA Employees having less than one year association with the firm either as a partner or as an employee as the case may be.
3	Experience in Service-tax / GST	20	For each continuous year of engagement as consultant (during last five years i.e. 01.04.2011 onwards):- Two marks for each completed years for each Bank subject to maximum Ten marks for one Bank / Financial institution.
4a	Domain knowledge of Information Technology	10	Firm having experience in System audit during the last Five years of any Public Sector Bank /Private Sector Bank (Other than RRB and Cooperative Bank) - Two Marks for one completed assignment NOTE: If a system audit is repeated for similar assignment, will be qualified as one audit e.g if bidder has conducted system audit of pension system of the particular bank for four times during last five years, only two marks will be awarded. However, if a firm has done pension audit and CBS audit in one year, will be considered two assignments and four marks will be awarded.
4b	Representation / advocacy on GST on behalf of representative bodies	5	Two marks for one such assignment.
Part (b)			
	Presentation	30	Shall be evaluated by the committee identified for the purpose.
	Grand Total of Part (I+II)	100	

Firms fulfilling all the eligibility criteria mentioned in Annexure A Part (a) would only be considered for scoring given above.

Parameter for selection of consultant.

Sr.No	Parameters	Maximum Marks (Weightage)
1	Technical Parameter	70
	Presentation	
2	Financial Bid	30

For example:

Three consultants namely A, B and C participated in the bid process and their technical score are as under:

$$A=49, B=63 C= 56$$

After converting them into percentile, we get

$$A= (49/63)*100 = 77.77$$

$$B= (63/63)*100= 100$$

$$C= (56/63)*100=88.89$$

The quoted prices for consultants are as under:

$$A= Rs 8000, B=Rs 9000, C=Rs10000$$

The final cost (lower cost quoted in price bid, in this case it Rs 8000) quoted by the bidders converted into percentile score shall be as under:

$$A = (8000/8000)*100 = 100$$

$$B= (8000/9000)*100 = 89$$

$$C= (8000/10000)*100 = 80$$

As the weightage for technical parameter and cost are 70% and 30% respectively, the final scores shall be calculated as under:

$$A= (77.77*0.7) + (100*0.3) = 84.44$$

$$B= (100*0.7) + (89*0.3) = 96.7$$

$$C= (88.89*0.7) + (80*0.3) = 86.22$$

Hence, the offer of 'B' (being highest score) would be considered

Annexure : D

Penalty Clause: Bank will reserve the right to deduct from the fee to be paid to the consultant, in the event of the following:

Reason	1 st instance	2 nd instance	3 rd instance
Failing to visit our office as and when required by the Bank.	Caution Note	10%	As decided by the Bank based on materiality
Inordinate delay in responding to the references made by the Bank	Caution Note	10%	As decided by the Bank based on materiality

**PROFORMA OF APPLICATION
FOR BANK'S GST CONSULTANT
(ON OFFICIAL LETTER HEAD)**

The Deputy General Manager
(Taxation)
State Bank of India
Corporate centre, 3rd floor
State Bank Bhavan
Madame Cama Road,
Mumbai-400 021

Dear Sir,

APPLICATION FOR APPOINTMENT AS GST CONSULTANT OF THE BANK.

Please find enclosed information in Annexure (E-1 to E-5) concerning us for consideration of our firm to be appointed as GST consultant of the Bank.

2. We agree to undertake the project, if allotted by you, as per the scope of work (Terms of Reference). We hereby declare that our firm does not have any pecuniary liability or any claim/disciplinary/legal proceeding pending against us/ our partners or any other cause which could hamper our ability to render the services as envisaged. We also declare that our firm has not been banned / declared ineligible for corrupt and fraudulent practices by the Govt. of India / State Governments / RBI / ICAI and does not have any disciplinary proceedings pending against it or any of the partners with ICAI/RBI. If the aforesaid representation /declaration or information in the annexures is found to be incorrect, we agree that the Bank shall be entitled to terminate the agreement, if allotted, or initiate suitable action as deemed fit and appropriate by the Bank, without reference to us. We or our affiliates have, during the last three years, neither failed to perform on any agreement, as evidenced by imposition of a penalty by an arbitral or a judicial pronouncement or arbitration awarded against us or our Affiliates, nor been expelled from any project or agreement nor had any agreement terminated for breach by us or our affiliates.

3. We also confirm that in case a firm is selected as successful bidder, we shall execute the contract in accordance with the terms and conditions in the RFP as per the format of agreement made available by the Bank.

Date:

Authorised Signatory

Place:

(Name:)

List of Document Enclosed

1. EMD –DD particulars
2. Annexures E1 to E5
3. Other documents please specify

Annexure: E-1

PARTICULARS TO BE FURNISHED FOR THE PURPOSE OF APPOINTMENT OF THE GST CONSULTANT

S.No	Description	
1	Name of the firm	
2	Firm No. allotted by ICAI*	
3	Address	
4	Email	
5	Contact number/s (Tel/Mobile)	
6	Office address of Mumbai (if different from 3 above)	
7	Presence in how many towns in India.(Provide Address)	
8	Year of establishment	
	No. of completed years for which practicing in India as on 31.03.2016	
9	Name/s of partners * (membership certificates issued by ICAI should be enclosed)	
10	Name of Partners Stationed at Mumbai	
11	Person(s) proposed to be assigned for the services and his/their profiles	
12	Name, address and account number of the firm's banker(s)	
13	PAN of the firm *	
14	Service Tax registration number of the firm *	
15	Number of Employees	
17	Number of C.A. Employees in the firm (out of above)	
18	Number of Employees who have done DISA/CISA	
19	Net worth as on 31.03.2016	
19	Turnover during last three financial years	
	2013-14	
	2014-15	
	2015-16	
20	Details of major assignments.	
21	Any other information considered relevant.	

(Please attach separate sheets if space is not sufficient in any row, duly mentioning the row number and description)

Place:

Authorised Signatory

Date:

(Name)

Seal

* Self attested copies in support of the information should be submitted

Annexure: E-2

PARTICULARS IN RESPECT OF INFORMATION TECHNOLOGY AUDIT OF PUBLIC /PRIVATE SECTOR BANKS HAVING BALANCE SHEET OF RS 50,000 CRORES OR MORE AS ON 31.03.2016 DURING LAST FIVE YEARS

SR.NO	NAME OF THE BANK	Scope of Audit	Period of Audit	PERSON IN CHARGE FROM CLIENT SIDE WITH CONTACT NUMBER AND EMAIL ID.

*Each assignment should be supported by copy of appointment letter issued by the respective bank

Authorised Signatory

(Name)

Seal

Note: Copy of the bank's appointment letter in support of the information above should be submitted.

DETAILS OF PARTNERS AND C.A./DISA/CISA EMPLOYEES ON FIRM'S PAYROLL

SR.NO.	NAME	Capacity (Partner/ Employee)	Qualification (C.A./CISA/ DISA)	CA MEMBERSHIP NUMBER (if Applicable)	EXPERIENCE	YEARS WITH THE FIRM	REMARKS

Authorised Signatory

(Name)

Seal

Self attested copies of certificates of CA membership/DISA/CISA should be submitted.

PARTICULARS IN RESPECT OF SERVICE TAX / GST CONSULTANCY AT WHOLE ORGANIZATION LEVEL FOR INSTITUTIONS ENGAGED IN FINANCIAL SERVICES DURING LAST FIVE YEARS

SR.NO	NAME OF THE ORGANISATION	Period of Contract (from DD/MM/YY to DD/MM/YY)	TYPE OF TAX (GST/ SERVICE TAX)	SCOPE OF WORK	PERSON IN CHARGE FROM CLIENT SIDE WITH CONTACT NUMBER AND EMAIL ID.

Authorised Signatory

(Name)

Seal

Note: Copy of the bank's appointment letter in support of the information above should be submitted.

PARTICULARS IN RESPECT OF SERVICE TAX / GST CONSULTANCY / ADVOCACY ON BEHALF OF ORGANISATIONS CONTROLLING OR REPRESENTING BANKING / FINANCIAL SECTOR DURING LAST TWO YEARS (FROM 01.04.2014 ONWARDS)

SR.NO	NAME OF THE ORGANISATION / INSTITUTION	Period of Contract (from DD/MM/YY to DD/MM/YY)	SCOPE OF WORK	PERSON IN CHARGE FROM CLIENT SIDE WITH CONTACT NUMBER AND EMAIL ID.

Authorised Signatory

(Name)
Seal

Note: Copy of the bank's appointment letter in support of the information above should be submitted.

Term of Reference (TOR)
Scope of Work/ Term of Reference

1) Phase I – Diagnostic Study and Impact Analysis (to be completed within 30 days of the engagement)

- Diagnostic analysis of differences between the current accounting framework relating to service tax and Vat and as required in GST.
- Analysis of GST implementation on Business including procurement of goods and services, transaction relating to import and export of services, intra-bank transactions among branches/business units, services provided by the bank from central location (like loan processing, forex trading etc.), reversal/waiver of fee etc. to know the impact on profit, taxation and suggesting strategies for optimising the impact.
- To review the Bank's existing IT Applications with a purpose of gap analyses with respect to GST compliance and advise the Bank about amendments required in existing softwares being used by the Bank or development of new functionality or software, if required, to comply with GST (both for input credit and Output liability on account of provision of services and trading of goods) and all relevant Rules and Provisions with respect to GST (including but not limited to Place of Supply, Point of Taxation Rules, Valuation Rules, etc.)
- Detailed report covering all impacted aspects/areas to be prepared and discussed with the Bank's team within 15 calendar days of the beginning of assignment.

2) Phase II – Policy/Processes / System Changes based on GST Act finally notified by the Government (Implementation preparedness)

- Provide advises in taking significant policy decisions impacting financials, taxation and advising amendments in the existing policies/development of policies to comply with provision in GST regime including but not limited to Place of Supply, Point of Taxation Rules, Valuation Rules, etc.
- Provide assistance to plan and carry out activities, in compliant with GST requirements, which includes amongst others;

Activity	Purpose / expected output
Registration requirements	Comply with registration requirements for GST and obtain registration for required offices/business units
Reports/records requirements	Advising the reports / records to be maintained / prepared for GST compliance and ensuring that business requirement documents/solution documents contain the detailed requirement for same
Requirement for issue and uploading of Invoices	Advising the contents of invoices to be uploaded with GST Network (GSTN) and ensuring that that business requirement documents/solution documents contain the detailed requirement for same
Filing/uploading of periodical GST returns	Advising the GST returns to be uploaded along with structure/fields and ensuring that the required returns are properly extracted from system
Requirements relating to Input credits	Advising the records to be maintained, eligibility or otherwise of Input tax credits and ensuring due compliance with Input tax credit rules to be notified
Vendor Management	Advising terms of agreements with vendors to ensure optimisation of input tax credit and avoid any tax credit. This include inter-alia discussions with vendors, Bank's procurement team to explain invoicing formats and other compliance requirements to be followed by vendors to ensure that the Bank has adequate documentation for claiming input credits.

- Providing assistance in formulating the policies, preparation of business requirement documents for software/system amendments/developments for identification and valuation for all type of banking transactions and also for transactions other than banking services to external customers (like Inter-branch transactions, sale of goods etc.)
- Evaluate and advising in detail a) changes in existing system / Softwares b) development requirements of new softwares/utilities/applications for implementation of GST (including but not limited to software for input credits and output liability in GST Regime, uploading of periodical returns in GST Network)

Expected output: Detailed report covering areas of suggestions related to policy / software changes, development of new softwares/ applications, to be prepared and discussed with the Bank's team within 30 calendar days of the beginning of assignment

- To work in tandem with Bank's team for carrying out functional testing (as and when required) of the software.

Expected output: Successful completion of functional testing of softwares/applications required to be amended or developed.

- Advising on other transitional provisions w.r.t. VAT, Service Tax, and other local taxes/Levies subsumed in GST etc.

Expected output: A detailed report containing provisions, processes to be followed, method to comply with the same and other related issues should be submitted to the Bank within 40 calendar days of the beginning of assignment. Example: eligibility and procedure to claim balances of input credit with respect to existing invoices (paid/unpaid till the date of GST implementation) containing VAT, service tax, excise, etc.

3) Phase III - Generation of GST Reports / Returns / invoices (from the date of Implementation of GST)

PART A

- To validate the monthly output liability of GST and claim of input credit computed by the Bank
- To provide guidance and to review and verify periodical GST returns to be filed for GST compliance
- Advise on efficient utilisation of accumulated tax credits and ensuring seamless transition from extant indirect tax regime to proposed GST regime.
- Creation of training material, presentation for the use of Bank's staff.

PART B

- Put in place necessary checks to ensure integrity/completeness of data/reports to be generated
- Guidance/advises for developing necessary tools for review, monitoring, reporting and compliance with reports required in GST regime
- To verify completeness of the data generated through the system for GST Returns

4) Phase IV – Handholding for filing monthly returns for six months post GST Implementation

- Engaged consultant will be required to be with the Bank till all GST returns for first six months (post implementation) have been duly filed i.e. if GST is implemented w.e.f 01.07.2017, the assignment will be over after GST returns for m/o December, 2017 are filed (which will be filed some where in January 2018).
- Advising on all the matters (regarding accounting, process, policy, system, software) during the above period to ensure GST compliance.

(The above list is inclusive and not exhaustive i.e. Terms of reference shall include providing professional assistance for all activities required for the successful Implementation of GST and handholding for filing monthly GST returns till all GST returns pertaining to first Six months post implementation have been filed successfully)