



**REQUEST FOR PROPOSAL (RFP)**

**FOR APPOINTMENT OF PROFESSIONAL TRAINING INSTITUTE (S) FOR  
TRAINING NEWLY RECRUITED JUNIOR ASSOCIATES  
(CUSTOMER SUPPORT & SALES)**

**RFP REFERENCE NO. SBI/STU/RFP/2018-19/2**

**DATED: 17<sup>th</sup> October 2018**

**STATE BANK OF INDIA, STRATEGIC TRAINING UNIT,  
CORPORATE CENTRE, 16<sup>TH</sup> FLOOR, STATE BANK BHAVAN,  
MADAM CAMA ROAD, MUMBAI – 400 021**

**REQUEST FOR PROPOSAL FOR APPOINTMENT OF PROFESSIONAL TRAINING INSTITUTE (S) FOR TRAINING NEWLY RECRUITED JUNIOR ASSOCIATES**

Proposals are invited from interested Training Institute(s) for providing residential training services for newly recruited Junior Associates. For details please log on to our website [www.sbi.co.in](http://www.sbi.co.in) under procurement news. The proforma for submitting the offer(s) can be downloaded from the website ([www.sbi.co.in](http://www.sbi.co.in) under <Link>procurement news) up to 08.11.2018. The Bank reserves the right to accept or reject any or all the offers / bids without assigning any reason thereof.

**Deputy General Manager (HR)  
Strategic Training Unit**

**REQUEST FOR PROPOSAL**

**PROPOSALS ARE INVITED FOR APPOINTMENT OF PROFESSIONAL TRAINING INSTITUTE (S) FOR TRAINING NEWLY RECRUITED JUNIOR ASSOCIATES**

**TENDER SUBMITTED BY:**

**NAME** : \_\_\_\_\_

**ADDRESS** : \_\_\_\_\_

\_\_\_\_\_

**DATE** : \_\_\_\_\_

## NOTICE INVITING PROPOSAL

The details of tender are as under:

S.No.	Description	
1.	Name of work	Induction Training of newly recruited Junior Associates
2.	Nature of Work	For providing residential training
3.	Time allowed for completion of the project	<b>6 weeks</b>
4.	Earnest Money Deposit	<b>INR 1,00,000/- (INR One lac only) by means of Demand Draft / Pay Order</b> (Valid for a period of 1 year from the last date of submission of the tender) issued by a Scheduled Commercial Bank in India, drawn in favour of State Bank of India payable at Mumbai.
5.	Bank Guarantee	10% of contract amount including EMD
6.	Date of issue of tender documents from Bank's website	<b>17.10.2018 – 08.11.2018</b> <a href="http://www.sbi.co.in">www.sbi.co.in</a> under <Link>procurement news.
7.	Date of pre-bid meeting	<b>26.10.2018, 12:00 Noon</b>
8.	Last date & time for submission of Technical & Indicative Financial Bid, along with EMD.	<b>09.11.2018 by 1:00 PM</b>
9.	Date & time for Financial bid (e-tender/ reverse auction)	<b>14.11.2018, 3:00 PM – 5:00 PM</b>
10.	Address at which complete bid (hard copy) along with EMD, to be delivered.	Deputy General Manager (Human Resources), Strategic Training Unit., State Bank of India, Corporate Centre, 16 <sup>th</sup> Floor, State Bank Bhavan, Madame Cama Road, Nariman Point, Mumbai – 400 021. e-mail – <a href="mailto:dgmhr.stu@sbi.co.in">dgmhr.stu@sbi.co.in</a> Phone – 022 -22741650 Fax - 022 - 22742038
11.	Contact Official of the Bank	Name: Mrs. Lakshmi Bhat
12.	Independent External Monitor (IEMs)	1.Sh. Johny Joseph, 701/702, Callalily –Y nagar, Amrit Shakti, Chandiwali, Andheri (E), Mumbai-72, johnyjoseph49@gmail.com 2. Sh. K Chandrahas, G-1, Reliance Homes, 8-2-547/R, road no. 7, Banjara hills, Hyderabad-500034, kchandrahas@yahoo.com

13. Proposal can be downloaded from the bank's website [www.sbi.co.in](http://www.sbi.co.in) (link) <Procurement News>. It shall be responsibility of the vendor to arrange and ensure that all pages of technical bid and EMD are properly bound. Proposal in loose pages may be disqualified.
14. Each page of the scope of work/ service, Forms and the terms and conditions attached should be signed and stamped with the rubber seal of the establishment. The application should be signed by person/persons on behalf of the organization having necessary authorization / Power of Attorney to do so.
15. State Bank of India discourages the stipulation of any condition by the Tenderers. The conditional tender will be liable to be rejected
16. SBI reserves all rights to accept or reject any or all the Proposal, either in whole or in part without assigning any reason(s) for doing so and no claim / correspondence shall be entertained in this regard.
17. In case the date of opening of Proposal is declared as a holiday, the Proposal will be opened on the next working day at the same time.
18. Final award of the contract for the above services will be subject to the approval of the Competent Authority in the Bank.

## **PART I**

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Annexure D	Technical Bid – Detailed Bid
Annexure E	Indicative Financial Bid
Annexure F	Non-disclosure agreement
Annexure G	Compliance statement
Annexure H	Format for Bank Guarantee
Annexure I	Bidder's letter for EMD
Annexure J	Check List of Documents to be submitted as part of Responses
Annexure K	Pre-designed list of curriculum
Annexure L	Training tools/ mechanisms
Annexure M	Details of Training/Accommodation/Boarding Facilities/Indicative Menu for Participants
Annexure N	Pre-Bid Query Format
Annexure O	Pre-Contract Integrity Pact
Exhibit I	Bidder's Organisation and Experience
Exhibit II	Training Team Composition and Task Assignments
Exhibit III	Curriculum Vitae (CV) for proposed Faculty
Exhibit IV	Technical Evaluation criteria
Exhibit V	Comments on support services from Bank

## 1. INVITATION TO BID:

- i. **State Bank of India** (herein after referred to as '**SBI/the Bank**'), having its Corporate Centre at Mumbai, various other offices (LHOs/ Head Offices /Zonal Offices/Global Link Services, Global IT Centre, etc.) of State Bank of India, branches/other offices, other exchange companies available at various locations and managed by the Bank (collectively referred to as **State Bank Group or 'SBG'** hereinafter). This Request for Proposal (RFP) has been issued by **the Bank** on behalf of **SBG** for "**Appointment of Professional Training Institute (s) for training Junior Associates**".
- ii. In order to meet the training services requirement, the Bank proposes to invite tenders from eligible Institute(s) as per details/**scope of work** mentioned in this RFP document.
- iii. Bidder shall mean any entity (i.e. juristic person) who meets the **eligibility criteria given in** this RFP and willing to provide the Services as required in this bidding document and/or agreement executed with the Bank. The interested Bidders who agree to all the terms and conditions contained in this document may submit their Bids with the information desired in this bidding document (Request for Proposal). **Consortium bidding is not permitted under this RFP.**
- iv. Address for submission of Bids, contact details including email address for sending communications are given in Part II of this RFP document.
- v. The purpose of SBI behind this RFP is to seek a detailed technical and commercial proposal for procurement of the Services desired in this document. The RFP aims at selecting of institutes of proven competence.
- vi. This document shall not be transferred, reproduced or otherwise used for purpose other than for which it is specifically issued.
- vii. Interested Bidders are advised to go through the entire document before submission of Bids to avoid any chance of elimination. The eligible Bidders desirous of providing Services to SBI are invited to submit their technical and commercial 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 seeks proposal from Bidders who have the necessary experience, capability & expertise to provide SBI the proposed Services adhering to Bank's requirements outlined in this RFP.



## **2. DISCLAIMER:**

- i. The information contained in this RFP document issued for the eligible and interested Bidder(s) 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.
- ii. 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(s) 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(s), who reads or uses this RFP document. Each Bidder(s) 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.
- iii. 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.
- iv. This RFP is not an offer by the Bank, but an invitation for responses to the issues pertaining to Training 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(s).
- v. The Bidder(s), 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)/s that decision of the Bank regarding selection of the Bidder(s) will be final and binding on all concerned. No correspondence in this regard, verbal or written, will be entertained.
- vi. 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(s) shall be entirely responsible for its own costs and expenses that are incurred while participating in the RFP, presentations and contract negotiation processes.
- vii. The Bank reserves the right at the time of award of contract to increase or decrease, the scope of work without any change in price or other terms and conditions.

- viii. 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(s) to whom the contract is finally awarded, without thereby incurring any liability to the affected Bidder(s) or Bidder(s)s or any obligation to inform the affected Bidder(s) or Bidder(s)s of the grounds for the Bank's decision.
- ix. The Bank reserves the right to cancel the entire process at any stage at its sole discretion without assigning any reason thereof.
- x. It shall be the duty and responsibility of the Bidder(s)s 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(s) to this effect.
- xi. Subject to any law to the contrary, and to the maximum extent permitted by law, SBI and its Directors, officers and employees 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 and employees.

### 3. DEFINITIONS:

In this connection, the following terms shall be interpreted as indicated below:

- i. **"The Bank"** 'means the State Bank of India (including domestic branches and foreign offices) and subsidiaries.
- ii. **RFP** – the request for proposal (this document) in its entirety, inclusive of any addenda/modification/ clarification/amendment that may be issued by the Bank
- iii. **"Bidder"** means an eligible entity/firm submitting the Bid in response to this RFP.
- iv. **"Bid"** means the written reply or submission of response to this RFP.
- v. **"Institute(s)"** are the successful Bidder(s) found eligible as per eligibility criteria set out in this RFP, whose technical Bid has been accepted and who has emerged as L1/L2 Bidder as the case may be as per the selection criteria set out in the RFP and to whom notification of award has been given by the Bank.
- vi. **"The Contract"** means the agreement entered into between the Bank and the Institute, as recorded in the Contract Form signed by the parties, including all

attachments and appendices thereto and all documents incorporated by reference therein.

- vii. **“Training program”** 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 Institute covered under the RFP.
- viii. **“Long Term Training Programs”** means training programs of one month and above duration for Banks, Financial Institutions, Government Organizations / undertakings, reputed private organizations etc”.
- ix. **“Day”** means calendar day.
- x. **“Personnel”** means professionals and support staff provided by the Institute and assigned to perform the Training or any part thereof.
- xi. **“Proposal”** means the Technical Proposal and the Financial Proposal/ bid.
- xii. **“Terms of Reference”** (TOR) means the document included in the RFP which explains the scope of work, activities, tasks to be performed.
- xiii. **Project Cost** - Project cost would be the total consideration that the Bank has to pay in accordance with the payment schedule to complete the Training Service as per the terms of the RFP/contract.

#### **4. SCOPE OF WORK:**

- i. The Bank aims to avail services of one/more professional training institutes for training approximately 8000 Junior Associates and awarding them certificates of successful completion, as per the terms and conditions as defined in this RFP.
- ii. The Institute(s) should have the capability to train candidates (Junior Associates), as per eligibility as mentioned in annexure B, in order to suitably skill them to do the intended job in the Bank.
- iii. This RFP has been prepared solely for the purpose of entering into tie-up/s with suitable Institute(s) for undertaking to train the candidates for the posts of Junior Associate (Customer Support & Sales) in the Bank.
- iv. The Institute(s) should be able to execute suitable certification course for the candidates for the posts of Junior Associate using relevant training methods and residential facilities like venue, classroom, hostel facility (with boarding facilities) for the selected candidates.

- v. Training should be conducted in the **owned/leased/rented** premises of the institutes. Bidder(s) having infra-structure to support residential training shall be considered.
- vi. The training program/ course tenure should be of 6 weeks. At the end of the training period, the institute/s should make provisions for online assessment(s) to be undertaken by each candidate. Candidates should undertake online assessment(s), assignments and other activities as predefined by the Bank. The “Course Certificate” should be awarded by the institute/s, only to the successful candidates who clear the afore-mentioned online assessment(s), assignments and other activities.
- vii. The Bank shall prepare the courseware content and supply the same to the Institute/s for training the Junior Associates.
- viii. The Bank shall propose e-lessons for the prospective Junior Associates which should be covered by the candidates before they start their training. The Institute shall convey to and ensure completion of the same by the candidates.
- ix. Course curriculum provided by the Bank shall cover the areas as per Annexure K.
- x. The selected Bidder(s) shall carry out the training program at one centre or different centres across the country on parallel basis so as to cover all the candidates under the training program within a timeline stipulated by the Bank.
- xi. The successful Bidder(s) will have interaction with SBI faculty while imparting the training for the Junior Associates for any specific Bank products/services for clarification. Selected Institutes to depute their faculty members to attend the “Train the Trainer program” for one or two days at our Training Institutes, immediately after entering into the contract, at their cost.
- xii. Bank plans to train approximately all the aforesaid numbers of newly recruited Junior Associates for 6 weeks so that the trained work force when posted to the branches / offices can directly start working with confidence as they will be equipped with the wherewithal of branch/banking operations.
- xiii. There may be difference in the exact number of persons attending this training and the Bank reserves its right to alter the stated figure.
- xiv. The Bank, at its sole and absolute discretion, chooses to avail all services or part thereof. Such decision may be advised even during the course of the assignment.
- xv. It is planned to have training for 6 weeks which will include residential (classroom) training program and concurrent e-learning. However, the actual duration and

dates of the training program would be as decided and communicated by the Bank. Similarly, the allocation of the Junior Associates shall be decided by the Bank and communicated to the institutes, depending upon the infrastructure, availability of seats during the training period including the computer labs of specified capacity, faculty support and the geographical concentration of candidates vis-a-vis location of the institutes selected and proximity of Bank's branches to the centres.

- xvi. The training program is expected to deploy the following tools/mechanisms for training/development of the candidates (Annexure L):
  - a) Group/ team-building activity
  - b) Training through mix of e-learning, pre-reads and case studies
  - c) Peer group performance
  - d) Psychometric evaluation
  - e) Role-play
  - f) Marketing & selling techniques
  - g) Training in soft skills
- xvii. Training Program management implementation has to be done by setting up a training program management team. The selected institutes(s) shall provide a single point of contact to the Bank and give updates/feedback, on a regular basis, to DGM (HR) STU, State Bank Bhavan, Madame Cama Road, Mumbai-400021 or any other designated authority as decided.
- xviii. The candidates would be distributed among selected Institutes depending upon the availability of facilities with the Institutes and convenience of the Bank.
- xix. The institutes must be equipped with adequate and well trained faculty members including ex-bankers and relevant practical banking experience along with faculty for training soft skills to the candidates. It is expected that training activities should have been taking place at the institute/s at least for previous three years.
- xx. Senior staff of the Bank may visit the centres to interact with the candidates during the training program. However, details of such visits, if any, would be intimated to the Institutes in advance.
- xxi. Training material viz. booklets, handouts, PowerPoint presentations, case studies, etc. would be developed by the Bank and provided to the institute/s. Sufficient copies of printed material for distribution among participants, writing pads and stationery shall be arranged by the institute/s at its/their own cost.
- xxii. It is expected that a sufficient number of personnel be allocated for the training in addition to the training program coordinators to oversee the entire training program (Exhibit II).

xxiii. As a part of undertaking this training assignment, it will be the responsibility of the Institute(s) to provide the followings at the location(s) where training will be imparted.

- (a) Training Program contents and delivery
- (b) Reading material and hand-outs
- (c) Professional / experienced faculty with banking knowledge
- (d) Good ambience of classroom
- (e) Class room and Computer room should have AC and necessary equipment's for training.
- (f) Proper residential facility with boarding facility
- (g) Boarding facility with morning tea /coffee, breakfast, lunch, snacks / tea, dinner.
- (h) Candidate must have access to computer and classrooms to have latest computer systems or laptops for e-learning/online tests.
- (i) Training with appropriate hands on sessions and case studies
- (j) Training material prepared should be shared with the bank
- (k) Safety & security of trainees.

xxiv. Food Facilities: Wholesome and nutritious meals consisting of Morning and Evening Tea and snacks apart from Vegetarian and Non-vegetarian breakfast, lunch and dinner to be served. Mid-morning and mid-afternoon tea and biscuits to be served to the participants. Food and beverages should be hygienically prepared and only those of reputed and AGMARK/FSSI standards are to be used. Indicative menu to be placed at Annexure M.

xxv. Hostel / Accommodation Facilities:

- Hostel / accommodation should be on twin sharing occupancy basis.
- Recreation facilities should be available in the campus / hostel like TV, indoor games etc., and the trainees should have access to these facilities.
- The kitchen and food should be in hygienic and wholesome condition.
- There should be an attendant doctor on call, so that the candidate if and when falls sick may be attended to immediately.
- The hostel / accommodation should be under the supervision of a full time warden and security arrangements should be adequate.
- The hostel should be provided with 24 hours water supply and electricity with necessary power back ups.

## 5. TIME-LINES:

- i. Date of commencement of training shall be in December 2018. The exact date of commencement shall be intimated by the Bank to the Institute/s sufficiently in advance. However they should ensure adequate capacity availability in December 2018 & January 2019 before bidding.
- ii. The above scope and deliverables have to be executed to the Bank's satisfaction in a 6 weeks tenure from the day of commencement of training.
- iii. The tie-up will be for a period of one year. Bank expects the selected Bidder(s) to be in readiness to start the training programs immediately on intimation.
- iv. The project plan should be structured into a training phase of 6 weeks including final assessment test and subsequent award of certification. However, all efforts must be taken to ensure completion of the process by 31.03.2019.
- v. The Bank, at its sole discretion reserves the right to ask the institutes to continue for additional months or additional target groups beyond the first phase of 6 weeks on related scope enhancements beyond the scope mentioned in this RFP at a cost not exceeding pro-rata cost as quoted for the earlier job.

## 6. ELIGIBILITY:

- i. This RFP will be limited to Professional Training Institutes who have the necessary experience, capability and expertise and who have been short-listed for the purpose and approved by the Board of the Bank (Annexure-B).
- ii. The Bidder(s) desirous of providing training 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(s) will be entirely at Bank's discretion.
- iii. The Bidder shall also submit **PRE-CONTRACT INTEGRITY PACT** along with technical Bid as prescribed by the Govt. of India (**Annexure - O**) duly signed by the Bidder on each page and witnessed by two persons. The agreement shall be stamped as applicable in the State where it is executed. Bid submitted without PRECONTRACT INTEGRITY PACT, as per the format provided in the RFP, shall not be considered.

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

#### 7. BID DETAILS:

Sr. No.	Particulars	Time / Date / Other Details
1.	Date of commencement of Bidding process (Issue of RFP)	17.10.2018 Time : 11.00 a.m. IST
2.	Last date and time for receipt of written queries for clarification from Bidder(s)s - As per Annexure N	25.10.2018 Time 3.00 p.m. IST
3.	Tentative pre-Bid meeting Date, Time & Place.	26.10.2018 Time 12.00 noon IST State Bank of India, Corporate Centre, 16 <sup>th</sup> Floor, State Bank Bhavan, Madame Cama Road, Nariman Point, Mumbai – 400 021.
4.	Last Date & Time for Bid submission.	09.11.2018 Time 1.00 p.m. IST
5.	Tentative Date and Time for opening of:  Technical bid – Eligibility details as per Annexure 'B', Technical Bid – Detailed Bid as per Annexure 'D', Indicative Financial Bid – As per Annexure 'E'.  and other documents specified in the RFP	09.11.2018 Time 5.00 p.m. IST  Representatives of Bidder(s) may be present during opening of Technical bids (Eligibility details & Detailed Bids of eligible Bidder(s)s). However, Technical Bids would be opened even in the absence of any or all of the Bidder(s)s representatives.
6.	Tentative presentation dates of Eligible Bidder(s)s and evaluation thereof.	10.11.2018 to 13.11.2018 Post technical bids if committee desires. Proof of Concept may be asked for, at a short notice.



7.	Shortlisting of Bidders for participation in Financial bid round (Reverse Auction/e-Tendering)	13.11.2018 – 3:00 p.m.
8.	Date of Financial Bid (on-line bidding through Reverse Auction/e-tendering)	14.11.2018 Time 3:00 p.m. – 5:00 p.m. IST Details of reverse auction process would be advised to successful bidders in advance
9.	Place of opening of Bids	Address : State Bank of India, Corporate Centre, 16 <sup>th</sup> Floor, State Bank Bhavan, Madame Cama Road, Nariman Point, Mumbai – 400 021.
10.	Address for communication (Bank)	Address : Deputy General Manager (Human Resources), Strategic Training Unit., State Bank of India, Corporate Centre, 16 <sup>th</sup> Floor, State Bank Bhavan, Madame Cama Road, Nariman Point, Mumbai – 400 021. e-mail – <a href="mailto:dgmhr.stu@sbi.co.in">dgmhr.stu@sbi.co.in</a> Phone – 022 -22741650 Fax - 022 - 22742038
11.	Bid Fee	Non Refundable fee of INR 10,000/- (INR Ten Thousand only) per bid submission. Pay Order / Demand Draft, drawn in favour of State Bank of India, payable at Mumbai.
12.	Bid Security (EMD)	INR 100,000/- (INR One Lac only)

## **8. COST OF BIDDING:**

The Bidder(s) 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.

## **9. CLARIFICATIONS & AMENDMENTS:**

(a) If deemed necessary, the Bank may seek clarifications on any aspect from the Bidder(s). However that would not entitle the Bidder(s) to change or cause any change in the substances of the bid already submitted or the price quoted. The Bidder(s) may be asked to give presentation for the purpose of clarification of the bid.

(b) The Bidder(s) requiring any clarification of the RFP may obtain the same by submitting written queries strictly as per the format given in Annexure N, on or before 25.10.2018 before 03.00 P.M. to Deputy General Manager (Human Resources), Strategic Training Unit, SBI Corporate Centre, 16<sup>th</sup> Floor, Madam Cama Road, Mumbai 400 021.

(c) Pre-Bid Meeting: SBI may, at its sole discretion, organize a pre-bid meeting, to resolve any queries, Bidder(s) may have. Any further information will be provided to all Bidder(s) by SBI as corrigendum. Any clarification on queries raised by any Bidder(s) will be communicated to all Bidder(s). The exact date, time and location of the pre-bid meeting, if any, is as already stated in this RFP. The meeting may be attended by the authorized representatives of the Bidders interested to respond to this RFP.

(d) At any time prior to the deadline for submission of bids, SBI reserves the right to modify the RFP by amendment.

(e) Any clarification issued by SBI will be in the form of an addendum/ corrigendum and will be provided to the Bidder(s). The amendment will be binding on all Bidder(s). SBI, at its discretion may extend the deadline for submission of bids in order to allow prospective Bidder(s) a reasonable time to take the amendment into account.

(f) Interested persons collecting 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

## **10. CONTENT OF BID DOCUMENT:**

(a) The RFP provides overview of the requirements, bidding procedures and contract terms. It includes Introduction, Instructions to Bidder(s), and Terms & Conditions of Contract, Eligibility Criteria, Technical Bid and Financial Bid. The Bidder(s) 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(s) 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 Bidder(s)s. 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 Bidder(s) from forming their own opinions and conclusions in respect of the matters addresses in this RFP or any addenda.

(c) The RFP document is not a recommendation, offer or invitation to enter into a contract, agreement or any other arrangement in respect of the services. The provision of the services is subject to observance of the selection process and appropriate documentation being agreed between the bank and any successful Bidder(s) as identified by the Bank after completion of the selection process.

## **11. BIDDING PROCESS:**

### **11.1 Format and Signing of Bid**

(a) The Bidder(s) should prepare submission as per minimum eligibility criteria, Technical Bid, Indicative 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(s) 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. Bidder(s) responding to this RFP shall submit covering letter included with the bid and compliance certification statement required for submission of a proposal.

### **11.2. Last Date of Receipt of Bids**

The bid should be addressed to The Deputy General Manager (Human Resources) at following address up to the time and date mentioned at bid details:

Deputy General Manager (Human Resources)  
Strategic Training Unit  
State Bank of India,  
Corporate Centre  
16<sup>th</sup> Floor, State Bank Bhavan,  
Madam Cama Road  
Mumbai 400 021  
Fax: 022- 22742038

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.

### **11.3 Bid Currency**

Prices shall be expressed in INR only.

### **11.4 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(s) at their risk and responsibility.

### **11.5 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.

## **12. EARNEST MONEY DEPOSIT (EMD):**

- i. The Bidder(s) shall furnish, as part of its Bid, an EMD of INR 1,00,000/- (INR One Lac only) by way of Pay Order / Demand Draft, issued by a Scheduled

Commercial Bank in India, drawn in favour of State Bank of India payable at Mumbai along with Bidder(s) letter for EMD as per Annexure I.

- ii. No interest will be paid on EMD amount.
- iii. The EMD is required to protect the Bank against the risk of Bidder(s)'s conduct, which would warrant the EMD's forfeiture.
- iv. The EMD shall be denominated in INR 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 one year.
- v. Any Bid not secured, as above, will be rejected by the Bank, as non-responsive.
- vi. The EMD of the unsuccessful Bidder(s) shall be returned as early as possible, on completion of selection process and necessary approvals.
- vii. The successful Bidder(s)'s EMD will be discharged upon the Bidder(s) signing the Contract and furnishing the Performance Bank Guarantee as per format Annexure H and as specified elsewhere in the RFP. The Bank Guarantee must be furnished from a Scheduled Commercial Bank other than SBI within 10 days from the selection of successful Bidder(s).
- viii. EMD may be forfeited:
  - i. if a Bidder(s) withdraws his Bid during the period of Bid validity specified in this RFP; or
  - ii. if a Bidder(s) 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(s), if the Bidder(s) fails:
    - 1. to sign the Contract within the time specified by the Bank ; or
    - 2. to furnish Performance Bank Guarantee within the time specified in this RFP.

### **13. PERFORMANCE BANK GUARANTEE:**

13.1 The selected Bidder(s) would be required to submit a Bank Guarantee to the Bank for an amount equivalent to 10 % of the Project Cost within 10 days from the selection of the successful Bidder(s). The BG will be valid for period of 18 months and such other extended period as the Bank may decide for due fulfillment of the project obligations.

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

13.3 The BG is required to protect the interest of the Bank against the risk of non performance of the Bidder(s) in respect of successful completion of the contract which may warrant the invoking of BG.

#### **14. PREPARATION AND SUBMISSION OF BIDS**

14.1 The bids prepared by the Bidder(s) and all correspondence and documents relating to bids exchanged by the Bidder(s) and the Bank must be written in English.

14.2 Bidder(s) 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

##### **14.3 Technical bid**

The Technical bid should comprise of one hard copy and one soft copy (Word format) for each of the two sealed envelopes, one containing details of eligibility criteria as per Annexure B & Annexure C of the RFP (super scribed as "Technical Bid - Eligibility Details") and other containing complete technical Bid details (Annexure D). Hard copy of technical bid should be a complete document and placed in a sealed envelope super-scribed as "TECHNICAL BID". The soft copy of the technical bid should be submitted on a CD/ Pen Drive sealed in an envelope marked as "SOFT COPY OF TECHNICAL BID". These two sealed envelopes should be placed in a single sealed envelope super scribed as "Technical bid (Appointment of professional training institute (s) for training newly recruited Junior Associates)".

The Technical Proposal shall provide the information indicated in the following paragraphs. A brief write up is to be provided for each of the parameters for Technical Evaluation criterion detailed in Exhibit IV. All the submissions under this should be supported by necessary documentary evidence, as may be applicable:

- i. A letter on Bidder(s)'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(s) 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. Bidder(s) details as per Annexure C on Bidder(s) letter head;
- iv. Audited balance sheets and profit and loss account statement for last 2 years or certificate of Chartered Accountant stating Bidder(s)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. A brief description of the Bidder(s)'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(s) 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(s), or that of the Bidder(s)'s associates, but can be claimed by the Professional staff themselves in their CVs. Bidder(s)s 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.
- vii. The Bidder(s) should clearly indicate the support services required from the Bank for carrying out the activity as per Exhibit V.
- viii. 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 Bidder(s)s. The requirements for staff and facilities including administrative support, office space, equipment, data, etc. to be provided by SBI to be clearly specified.

**ix. Opening of Technical Bids:**

- a. All the technical Bids received up to the specified time and date will be opened for initial evaluation on the time and date mentioned in the schedule of events available in '7. Bid Details' of this document. The technical bids will be opened in the presence of representatives of the Bidders who choose to attend the same. However, Bids may be opened even in the absence of representatives of one or more of the Bidders.
- b. In the first stage, only technical bid will be opened and evaluated. Proposals of such Bidders satisfying eligibility criteria and agreeing to comply with all the terms and conditions specified in the RFP will be evaluated for technical criteria/specifications/eligibility. Only those Bids complied with technical criteria

shall become eligible for indicative price Bid opening and further RFP evaluation process.

- c. The Bank will examine the Bids to determine whether they are complete, required formats have been furnished, the documents have been properly signed, EMD for the desired amount and validity period is available and the Bids are generally in order. The Bank may, at its discretion waive any minor non-conformity or irregularity in a Bid which does not constitute a material deviation.
- d. Prior to the detailed evaluation, the Bank will determine the responsiveness of each Bid to the bidding Document. For purposes of these Clauses, a responsive Bid is one, which conforms to all the terms and conditions of the bidding Document in toto, without any deviation.
- e. The Bank's determination of a Bid's responsiveness will be based on the contents of the Bid itself, without recourse to extrinsic evidence.
- f. After opening of the technical Bids and preliminary evaluation, some or all the Bidders may be asked to make presentations on the Service proposed to be offered by them.
- g. If a Bid is not responsive, it will be rejected by the Bank and will not subsequently be made responsive by the Bidder by correction of the non-conformity.
- h. The Bank shall make inspection visits to the training & residential premises offered by the bidders qualifying in the technical bid. Deviations observed during the inspection may lead to disqualification of the bidder(s) from further participation in the bid process.

**x. Technical Evaluation:**

- a. Technical evaluation will include technical information submitted as per technical Bid format. The Bidder may highlight the noteworthy/superior features of their Services. The Bidder will demonstrate/substantiate all claims made in the technical Bid to the satisfaction of the Bank, the capability of the Services to support all the required functionalities at their cost in their owned/leased/rented premises.
- b. During evaluation and comparison of Bids, the Bank may, at its discretion ask the Bidders for clarification on the Bids received. The request for clarification shall be in writing and no change in prices or substance of the Bid shall be sought, offered or permitted. No post Bid clarification at the initiative of the Bidder shall be entertained.
- c. Response to all points of the Technical evaluation format as per Annexure D.



- d. Criteria, sub-criteria and point system for technical evaluation to be followed as provided under Exhibit IV. To qualify for participation in the Financial Bid process, the Bidder(s) should have been awarded 70% or more marks or such other percentage desired by the Bank, in Technical evaluation.
- e. 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.

#### **14.4 Indicative Financial Bid**

14.4.1 The Indicative Price Bids of only those Bidders, who are short-listed after technical evaluation, would be considered.

14.4.2 Qualified Bidder(s) will be invited to participate in the Financial Bid through reverse auction / e-tendering.

14.4.3 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. Specific milestones and deliverables for raising bills for part payment subject to other conditions would be decided mutually with the successful bidder(s). 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.

14.4.4 The indicative financial bid needs to contain the information listed in Annexure E. Bidders shall be required to quote cost per participant for the whole training program. All cost factors viz. classroom infrastructure, computer labs, training material, utilities, residential facility, food and statutory taxes should be accounted for while quoting the cost. The categories are indicative and individual bidders may quote the bifurcation as per their estimation/calculation. While the bifurcation of the final single quote among various categories should be provided, the deciding factor for selection of Institute would be the final all-in-cost price per participant for the whole training program.

- a. Contract will be awarded between L1 and L2 bidders in such a way that the total value of orders placed on L1 and L2 during the agreement period will be in the ratio of 60:40.
- b. An offer will be made to L2 Bidder to match the price quoted by the L1 and in case, L2 refuses to accept the said offer it will be offered to L3, and so on.
- c. In case, any of the bidder fails to match the price offered by L1 for L2 position or no bidder qualifies for L2 position, the share of L2 bidder i.e. 40% will be allotted to L1. Hence if no bidder qualifies for L2 position, Bank may decide to award the entire contract to L1.

- d. The Bank will endeavour to maintain the above specified ratio amongst the successful Bidder(s) (L1/L2 as the case may be) over the Contract period. However, in case any successful Bidder(s) is unable to provide the requisite resources in accordance with the terms and conditions of this RFP, then the Bank shall have right to avail Services from other successful Bidder(s).
- e. If the any of the successful Bidders (L1/L2 as the case may be) withdraw from the Contract at any point of time after on-boarding of resources by the Bank, then the share of such Bidder shall be allotted to the remaining successful Bidder, subject to their agreeing to match L1 pricing.

14.4.5 In case, the Bank requires resources of any category which is not mentioned in **Annexure – E**, rates of such new categories may be discovered in future by way of floating a closed RFP amongst the successful bidders (L1/L2 as the case may be) during the tenure of the Contract.

14.4.6. Bank will notify successful Bidder (L1/L2) in writing by letter or fax/email that its Bid has been accepted. The Selected Bidder has to return the duplicate copy of the same to the Bank within 7 working days, duly Accepted, Stamped and Signed by Authorized Signatory in token of acceptance.

14.4.7. The successful Bidder will have to submit Non-disclosure Agreement (Annexure F), Performance Bank Guarantee for the amount and validity as desired in Part II and strictly on the lines of format given at Annexure-H of this document together with acceptance of all terms and conditions of RFP.

14.4.8. Copy of board resolution and power of attorney (POA wherever applicable) showing that the signatory has been duly authorized to sign the acceptance letter, contract and NDA should be submitted.

14.4.9. The notification of award will constitute the formation of the Contract. The successful Bidder shall be required to enter into a Contract with the Bank, within 30 days of award of the tender or within such extended period as may be decided by the Bank.

14.4.10. Until the execution of a formal contract, the Bid document, together with the Bank's notification of award and the Institute(s)'s acceptance thereof, would constitute a binding contract between the Bank and the successful Bidder.

14.4.11. 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. Failure of the successful Bidder to comply with the requirements/terms and conditions of this RFP shall constitute sufficient grounds for the annulment of the award and forfeiture of the EMD and/or PBG.

14.4.12. Upon notification of award to the L1/L2 Bidder, the Bank will promptly notify the award of contract to the successful Bidder on the Bank's website. The EMD of each unsuccessful Bidder will be discharged and returned.

## **15. BID EVALUATION PROCESS:**

### **15.1 Preliminary examination**

- a. 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. Bids will first be examined to check on their eligibility. Technical Bids will be opened only for Bidder(s)s found eligible as per Annexure B.
- b. After opening of the technical bids and preliminary examinations, some or all of the Bidder(s)s may be asked to make presentation of the solution/services offered by them.
- c. Any effort on the part of Bidder(s) to influence bid evaluation process or award of contract may result in the rejection of the bid.

### **15.2 Technical Evaluation Process**

- a. Detailed 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. Bidder(s)s 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.
- b. 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(s) should have been awarded 70% or more marks or such other percentage desired by the Bank, in Technical evaluation.
- c. 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.

### **15.3 Financial Evaluation Process**

Only those Bidder(s) who have obtained a minimum score of 70% in the technical evaluation would be invited to participate in the Financial Bid round, which would be through a reverse auction process. Bank will define the 'Floor Price' to start the

bidding. The format for quoting financial bid is set out in Annexure E. The financial offer should consist of comprehensive cost for required training services. Bidder(s) must provide detailed cost breakdown. Total cost of services would be deemed as cost and entity quoting the lowest total cost as per L1/L2/L3 will be decided based on the bids at the end of the reverse auction.

## **16. AWARD & SIGNING OF CONTRACT:**

### **16.1 Contract Signing Process**

- a. SBI will notify successful Bidder(s) in writing by letter in duplicate or fax that its bid has been accepted. The Selected Bidder(s) 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.
- b. The successful Bidder(s) 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.
- c. 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.
- d. The contract/agreement will be based on the RFP terms and such other terms and conditions accepted by the Bank from the Bidder(s)'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(s).
- e. 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.
- f. SBI and the selected Bidder(s) 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(s) if the Bidder(s) 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.

- g. 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 Bidder(s) within the period of time specified by the Bank and to the full satisfaction of the Bank.

## **16.2 Bid Prices**

The prices should be specified only in "Indicative Financial Bid" and must not be specified at any other place in the bid document. The quotes prices and taxes should be specified separately.

Important Notice: There will not be any advance payments. Payment schedules & milestones will be decided by the Bank after award of the tender. If any taxes to be paid by the Bank same should be mentioned explicitly including rates of such taxes. Bank shall not be liable for any taxes other than those specifically mentioned in the financial bid to the Bidder(s) in the event of any payment as per the project cost.

## **16.3 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.

## **16.4 Deadline for Submission of Bids:**

- a. Bids must be received by the Bank at the address specified and by the date and time mentioned in the "Bid Details".
- b. In the event of the specified date for submission of Bids being declared a holiday for the Bank, the Bids will be received upto the appointed time on the next working day.
- c. In case the Bank extends the scheduled date of submission of Bid document, the Bids shall be submitted by the time and date rescheduled. All rights and obligations of the Bank and Bidders will remain the same.

- d. Any Bid received after the deadline for submission of Bids prescribed, will be rejected and returned unopened to the Bidder.

#### **16.5 Modification and Withdrawal of Bids:**

- a. The Bidder may modify or withdraw its Bid after the Bid submission, provided that written notice of the modification, including substitution or withdrawal of the Bids, is received by the Bank, prior to the deadline prescribed for submission of Bids.
- b. A withdrawal notice may also be sent by Fax, but followed by a signed confirmation copy, not later than the deadline for submission of Bids.
- c. No modification in the Bid shall be allowed, after the deadline for submission of Bids.
- d. No Bid shall be withdrawn in the interval between the deadline for submission of Bid and the expiration of the period of Bid validity specified by the Bidder on the Bid Form. Withdrawal of a Bid during this interval may result in the forfeiture of EMD submitted by the Bidder.
- e. Withdrawn Bids, if any, will be returned unopened to the Bidders.

#### **17. PERIOD OF VALIDITY OF BIDS:**

- a. 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.
- b. The Bidder(s) 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.
- c. However any extension of validity of bids will not entitle the Bidder(s) to revise/ modify the bid document or price.
- d. The Bank reserves the right to call for fresh quotes at any time during the Bid validity period, if considered, necessary.

#### **18. BID INTEGRITY:**

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

## **19. POWERS TO VARY OR OMIT WORK:**

- a. No alterations, amendments, omissions, additions, suspensions or variations of the work (hereinafter referred to as variation) under the contract shall be made by the successful Bidder except as directed in writing by Bank. The Bank shall have full powers, subject to the provision herein after contained, from time to time during the execution of the contract, by notice in writing to instruct the successful Bidder to make any variation without prejudice to the contract. The finally selected Bidder shall carry out such variation and be bound by the same conditions as far as applicable as though the said variations occurred in the contract documents. If any, suggested variations would, in the opinion of the finally selected Bidder, 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 the Bank confirms its instructions, the successful Bidder's obligations shall be modified to such an extent as may be mutually agreed, if such variation involves extra cost. Any agreed difference in cost occasioned by such variation shall be added to or deducted from the contract price as the case may be.
- b. In any case in which the successful Bidder has received instructions from the Bank as to the requirements for 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.
- c. 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.

## **20. NO WAIVER OF BANK RIGHTS OR SUCCESSFUL BIDDER(S) LIABILITY:**

Neither any payment sign-off by Bank, nor any payment by Bank for acceptance of the whole or any part of the work, nor any extension of time, nor any possession taken by Bank shall affect or prejudice the rights of Bank against the finally selected Bidder(s), or relieve the finally selected Bidder(s) 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(s) 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 the Bank.

## **21. CONTRACT AMENDMENTS:**

No variation in or modification of the terms of the Contract shall be made, except by written amendment, signed by the parties.

## **22. BANK'S RIGHT TO ACCEPT ANY BID AND TO REJECT ANY OR ALL BIDS:**

The Bank reserves the right to accept or reject any Bid in part or in full or to cancel the bidding process and reject all Bids at any time prior to contract award, without incurring any liability to the affected Bidder or Bidders or any obligation to inform the affected Bidder or Bidders of the grounds for the Bank's action.

## **23. INSPECTION, QUALITY CONTROL AND AUDIT:**

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

23.2 The selected Bidder(s) shall, whenever required, furnish all relevant information, records, and data to such auditors and / or inspecting officials of the Bank / Reserve Bank of India and or any regulatory authority / Bank's Bidder(s) / Testing agency entrusted by the Bank to carry out this work.

23.3 The Bank shall make inspection visits to the training & residential premises offered by the bidders qualifying in the technical bid. Deviations observed during the inspection may lead to disqualification of the bidder(s) from further participation in the bid process.

23.4 The Bank's at its discretion may carry out periodic inspection/quality checks on continual basis and where necessary may reject the products/solution which does not meet the specifications provided by the Bank.

23.5 Nothing stated hereinabove shall in any way release the Bidder(s) from any warranty or other obligations under this contract.

## **24. TERMINATION OF CONTRACT:**

24.1 The Bank alone shall have the right to terminate the contract with the selected Bidder(s) at any time during the contract period, by giving a written notice of at least one calendar week, for any valid reason, including but not limited to the following reasons:

a) Laxity in maintaining safety and security of the trainees.



- b) Laxity in following training/boarding/lodging quality standards laid down by the Bank.
- c) Non-adherence to time schedule (6 weeks) placed by the Bank.
- d) Discrepancies / deviations in the agreed processes
- e) Violation of terms & conditions stipulated in this RFP

24.2 In case of observation of any lapse in performance of the contract, the Bank shall allow a period of 7 days to the Institute(s) to cure the same. This period shall run concurrently with the notice period as mentioned in 24.1 of this RFP document. The Institute(s) shall present the remedial measures taken, to the Bank during course of the week. In case the restorative measures are found inadequate by the Bank, the contract shall be terminated at the end of the week.

24.3 In case of termination of services before the end of the training program, payment of Project Cost shall be made to the Institute(s) proportionate to the services provided, as may be decided by the Bank.

24.4 In case of the training/accommodation premises being found unsatisfactory by the Bank, the Institute(s) shall make alternative arrangements acceptable to the Bank, for the same, at its own cost. The changes shall be effected within the notice/remedial period of one week.

24.5 The selected Bidder(s) shall not have right to terminate the contract or to demand any damages on account of termination of the Contract by the Bank.

**24.3 Delays in the Bidder(s)'s performance in successful implementation of the project**

Delivery of the solution and performance of the services shall be made by the Bidder(s) in accordance with the time schedule, technical specification, scope of the project and other terms & conditions as specified in the RFP/Contract. Any delay in performing the obligation /defect in performance by the Bidder(s) may result in invocation of Performance Bank Guarantee and/or termination of contract.

**25. INVOCATION OF BANK GUARANTEE:**

If Bidder(s) fails to perform the training activity (para 24.1) as per terms & conditions the Bank shall, without prejudice to its other remedies under the contract, may consider termination of Contract pursuant to the conditions of contract and invoke the Performance Bank Guarantee.

## **26. INTENTIONALLY LEFT BLANK.**

## **27. SUBCONTRACTING:**

As per scope of the RFP, subcontracting is prohibited.

## **28. FORCE MAJEURE:**

28.1 Any failure or delay by Bidder(s) 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.

28.2 If Force Majeure event arises the Bidder(s) shall promptly notify Bank in writing of such conditions and the cause thereof. Unless otherwise agreed by SBI in writing, the Bidder(s) 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.

## **29. TERMINATION FOR INSOLVENCY:**

SBI may at any time terminate the Contract immediately, if the Bidder(s) becomes bankrupt or otherwise insolvent. The event of termination will be without compensation to the Bidder(s), provided that such termination will not prejudice or affect any right of action or remedy, which has occurred or will accrue thereafter to SBI. Notwithstanding the above, the SBI shall have the right to terminate the contract any time without assigning any reasons.

## **30. TERMINATION FOR CONVENIENCE:**

The Bank, by written notice of not less than 30 (Thirty) days sent to the Institute(s), may terminate the Contract, in whole or in part, at any time for its convenience. The notice of termination shall specify that termination is for the Bank's convenience, the extent to which performance of the Institute(s) under the Contract is terminated, and the date upon which such termination becomes effective.

## **31. GOVERNING LAW AND DISPUTES (APPLICABLE IN CASE OF SUCCESSFUL BIDDER(S) ONLY):**

- a. All disputes or differences whatsoever arising between the parties out of or in connection with this contract or in discharge of any obligation arising out of the Contract (whether during the progress of work or after completion of such work and whether before or after the termination of this contract, abandonment or breach of this contract), shall be settled amicably. If however, the parties are not able to solve them amicably, either party (SBI or Institute(s)), 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 joint arbitrator; 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 settled in accordance with the applicable Indian Laws and arbitration proceeding shall be conducted in accordance with Arbitration and Conciliation Act 1996 and any amendment thereto. Any appeal will be subject to the exclusive jurisdiction of courts at Mumbai.

- b. The Institute(s) 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.
- c. 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.

### **32. GOVERNING LANGUAGE:**

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

### **33. GOVERNING LAW & JURISDICTION:**

The contract shall be interpreted in accordance with the laws of India and subject to jurisdiction of courts of Mumbai.

### **34. TAX DEDUCTION AT SOURCE:**

- a. Wherever the laws and regulations require deduction of such taxes at the source of payment, the Bank shall effect such deductions from the payment due to the Vendor. The remittance of amounts so deducted and issuance of certificate for such deductions shall be made by the Bank as per the laws and regulations for the time being in force. Nothing in the Contract shall relieve the Vendor from his responsibility to pay any tax that may be levied in India on income and profits made by the Vendor in respect of this Contract.
- b. The Vendor's staff, personnel and labour will be liable to pay personal income taxes in India in respect of such of their salaries and wages as are chargeable under the laws and regulations for the time being in force, and the Vendor shall perform such duties in regard to such deductions thereof as may be imposed on him by such laws and regulations.

### **35. 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 (Human Resources)  
State Bank of India,  
Corporate Centre  
16<sup>th</sup> 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.

### **36. TAXES AND DUTIES:**

The Bidder(s) 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.

### **37. BIDDER(S) OBLIGATION:**

37.1 The Bidder(s) 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.

37.2 The Bidder(s) is responsible for managing the activities of its personnel and will hold itself responsible for any misdemeanours on the part of its personnel.

37.3 The Bidder(s) 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.

37.4 The team exclusively assigned to the project should consist of sufficient number of persons not less than 3 persons sufficient calibre. Detailed Curriculum Vitae (CV) for each of these professional staff to be provided as per Exhibit III.

37.5 The Bidder(s) alone shall be responsible for all or any of the service conditions of its personnel / employees engaged in connection with training services.

37.6 The personnel / employees of the Bidder(s) shall not be entitled to claim any employment or absorption in the Bank's service.

**38. SERVICES:**

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

38.2 The Bidder(s) should submit as part of technical Bid an overview of approach of the proposed methodology.

38.3 Bidder(s) should ensure that Bidder(s)'s key personnel with relevant skill are always available to the Bank.

38.4 Bidder(s) should ensure the quality of methodologies for delivering the services and its adherence to quality standard.

**39. CONFIDENTIALITY:**

- a. Bidder acknowledges and agrees that all tangible and intangible information obtained, developed or disclosed including all documents, contract, data papers and statements and information of the Bank relating to its business practices and the competitive position in the market place provided to the selected Bidder by the Bank in connection with the performance of obligations of Bidder under the award of contract, in part or complete shall be considered to be confidential and proprietary information ("Confidential Information") and shall not be disclosed to any third party/published without the written approval of the Bank.
- b. The Confidential Information will be safeguarded and Bidder will take all the necessary action to protect it against misuse, loss, destruction, alterations or deletions thereof. In the event of a breach or threatened breach by Bidder of this section, monetary damages may not be an adequate remedy; therefore, Bank shall be entitled to injunctive relief to restrain Bidder from any such breach, threatened or actual.
- c. Any document, other than the Contract itself, shall remain the property of the Bank and shall be returned (in all copies) to the Bank on completion of the performance under the Contract, if so required by the Bank.

**40. CONFLICT OF INTEREST:**

40.1 SBI requires that Bidder(s) provide professional, objective, and impartial advice and at all times hold SBI's interests paramount, strictly avoid conflicts with other Assignment(s)/ Job(s) or their own corporate interests and act without any expectations/ consideration for award of any future assignment(s) from SBI.

40.2 Without limitation on the generality of the foregoing, Bidder(s), 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(s) (including its Personnel and Sub-Bidder(s)) 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 Bidder(s) / it's Personnel to be executed for the same and/or for another Entity / Employer during the currency of the assignment.

(b) **Conflicting Relationships :** A Bidder(s) (including its Personnel and Sub-Bidder(s)) 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 Bidder(s) in any manner whatsoever. In case the information is Nil, explicit mention should be made in this regard.

40.3 Bidder(s) have 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(s) 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(s) during bidding process or the termination of its Contract during execution of assignment.

#### **41.PATENT RIGHTS:**

41.1 For any licensed material used by the Bidder(s) for performing services or developing tools for the Bank, the Bidder(s) 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 Bidder(s) / Sub Bidder(s) should not put the Bank at risk. The Bank reserves the right to audit the license usage of the Bidder(s).

41.2 The Bidder(s) 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 Bidder(s) shall immediately take appropriate steps for averting such violation/infringement.

41.3 The Bidder(s) 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 Bidder(s) shall be fully responsible therefore, including all expenses and court and legal fees.

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

41.5 The Bank will give notice to the Bidder(s) of any such claim without delay, provide reasonable assistance to the Bidder(s) 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 Bidder(s) of his responsibilities as above.

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

#### **42.FRAUD & CORRUPT PRACTICES:**

- a. The Bidder and their respective officers, employees, agents and advisers shall observe the highest standard of ethics during the bidding Process. Notwithstanding anything to the contrary contained herein, the Bank shall reject an Application without being liable in any manner whatsoever to the Bidder if it determines that the Bidder has, directly or indirectly or through an agent, engaged in corrupt/fraudulent/coercive/undesirable or restrictive practices in the bidding Process.
- b. Without prejudice to the rights of the Bank under Clause 41.(i) hereinabove, if a Bidder is found by the Bank to have directly or indirectly or through an agent, engaged or indulged in any corrupt/ fraudulent/ coercive/ undesirable or restrictive practices during the bidding Process, such Bidder shall not be eligible to participate in any EOI/RFP issued by the Bank during a period of 2 (two) years from the date if such Bidder is found by the Bank to have directly or indirectly or through an agent, engaged or indulged in any corrupt/ fraudulent/ coercive/ undesirable or restrictive practices, as the case may be.
- c. For the purposes of this Clause , the following terms shall have the meaning hereinafter, respectively assigned to them:
  - i. **“Corrupt practice”** means (i) the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence the actions of any person connected with the bidding Process (for avoidance of doubt, offering of employment to or employing or engaging in any manner whatsoever, directly or indirectly, any official of the Bank who is or has been associated in any manner, directly or indirectly with the bidding Process or the Letter of Authority or has dealt with matters concerning the Concession Agreement or arising there from, before or after the execution thereof, at any time prior to the expiry of one year from the date such official resigns or retires from or otherwise ceases to be in the service of the Bank, shall be deemed to constitute influencing the actions of a person connected with the bidding Process); or (ii) engaging in any manner whatsoever, whether during the

bidding Process or after the issue of the Letter of Authority or after the execution of the Agreement, as the case may be, any person in respect of any matter relating to the Project or the Letter of Authority or the Agreement, who at any time has been or is a legal, financial or technical adviser of the Bank in relation to any matter concerning the Project;

- ii. **“Fraudulent practice”** means a misrepresentation or omission of facts or suppression of facts or disclosure of incomplete facts, in order to influence the bidding Process
- iii. **“Coercive practice”** means impairing or harming or threatening to impair or harm, directly or indirectly, any person or property to influence any person’s participation or action in the bidding Process;
- iv. **“Undesirable practice”** means (i) establishing contact with any person connected with or employed or engaged by the Bank with the objective of canvassing, lobbying or in any manner influencing or attempting to influence the bidding Process; or (ii) having a Conflict of Interest; and
- v. **“Restrictive practice”** means forming a cartel or arriving at any understanding or arrangement among Bidders with the objective of restricting or manipulating a full and fair competition in the bidding Process.

#### **43.TERMS & CONDITIONS:**

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

43.2 Any Bid not containing sufficient information may be rejected.

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

43.4 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

43.5 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 Bidder(s) before the last date for submission of response under this RFP. The Bidder(s) should be agreeable for the same.

43.6 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.

43.7 Bidder(s) who do not meet the technical criteria stipulated by the Bank will not be considered for further evaluation.



43.8 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(s). Reasons for cancellation, as determined by SBI in its sole discretion include but are not limited to, the following:

- i. Services Contemplated are no longer required,
- ii. Scope of 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.

43.9 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.

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

43.11 During the term of agreement, Bidder(s) will not hire or retain, either as an employee or Bidder(s) any employee of Bank. During the contract period, Bank will also not hire or retain, either as an employee or Bidder(s), any employee of the Bidder(s). However this shall not be the applicable in respect of any regular recruitment process of the Bank as per its recruitment policy.

43.12 All pages of RFP should be stamped and signed by Authorized Signatory of the Bidder(s)

43.13 Bidder(s) should carry out any change request necessitated by the Bank to the solution.

43.14 Bidder(s) has to take an undertaking from Bidder(s)'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 Bidder(s)'s employees worked/working on Bank's project as may have been undertaken / executed by the Bidder(s). Bidder(s) should be agreeable for any such undertaking/verification.

43.15 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 Bidder(s)s who have been issued this RFP.

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

# **PART – II**

## ANNEXURE – A: BID COVERING LETTER

Bid Covering Letter: To be submitted by the Bidder(s) along with Bid documents

**To,**

Deputy General Manager (HR)  
Strategic Training Unit  
State Bank of India,  
Corporate Centre  
16<sup>th</sup> Floor, State Bank Bhavan,  
Madam Cama Road  
Mumbai 400 021  
Fax: 022- 22742038  
Sir,

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 other Indicative Financial Bid, both submitted together in one envelope. All details with the relevant information / documents / acceptance of all terms and conditions are strictly as described in this RFP. Envelope containing Technical Bid in turn, contains two separate sealed envelopes, one containing details of eligibility criteria as per Annexure B & Annexure C of the RFP (super scribed as "Technical Bid - Eligibility Details") and other containing complete technical Bid details.

2. We understand that:

- i. You are not bound to accept the lowest or any bid received by you, and you may reject all or any bid without assigning any reason or giving any explanation whatsoever.
- ii. Bank may follow close or open bidding process as per requirement of the Bank.
- iii. If our Bid is accepted, we undertake to enter into and execute at our cost, when called upon by the Bank to do so, a contract in the prescribed form.
- iv. If our Bid is accepted, we are to be jointly and severally responsible for the due performance of the contract
- v. You may accept or entrust the entire work to one Bidder(s) or divide the work to more than one Bidder(s) without assigning any reason or giving any explanation whatsoever
- vi. Bidder(s) means the Bidder(s) who is decided and declared so after examination of financial bids.
- vii. The Bank shall intimate the award of contract to the successful Bidder(s) 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

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

Sr. No.	Eligibility Criteria	Documents to be submitted
1	Bidder(s) should be a Professional Training organisation / Institute incorporated in India / worked across BFSI organisations in India and Globally.	A write up about the company / firm, its standing and past work done. (Not exceeding 2 pages ) Copy of the Certificate of Incorporation issued by Registrar of Companies / firms and full address of the registered office
2	The Bidder(s) should be in existence and conducting long term training programs for a minimum period of 5 years in India.	Certificate of Business Commencement.
3	The Bidder(s) or the parent company (including subsidiaries) must have an Average Annual financial turnover (consolidated) during the last 3 years, ending 31 <sup>st</sup> March of the previous financial year, of at least INR 250 Crores	Copy of the audited Balance Sheet and / or Certificate of the Chartered Accountant for preceding three years
4	The Bidder should have minimum available capacity of 3000 participants for offer to SBI	Self declaration
5	The Firm should have relevant experience of conducting trainings related to banking services in India with at least 5 Public Sector Bank/ Undertaking/Govt. departments in the last three years.	Letters from clients/ Copy of engagement letters/ contracts
6	The Institute(s) should have experience of having successfully completed similar long term training programs during last 3 years ending last day of the month previous to the one in which applications are invited. ( Number of such programs completed since Oct 2015 to Sept 2018 to be given)	Self-declaration
7	The firm should not be blacklisted/barred/disqualified by any regulator/statutory body as on date of submission of bid.	Self-declaration
8	Bidder(s) should have owned/ leased/rented training infrastructure viz. training centres	Self-Declaration

	and boarding-cum-lodging accommodation (twin sharing basis), for participants. <i>Note: Capacity for simultaneous training of participants at single/ multiple locations through-out the country to be detailed (viz no. of candidates that can be trained, classroom capacity (min. 30 to max. 60), trainers allocated per classroom, accommodation)</i>	
9	Availability of minimum 1 computer/ tab/ laptop, having internet connectivity, per 4 trainees (for e-learning, online evaluation test) ( no of computers for the capacity available to be given)	Self-Declaration
10	The Bidder/ Institute should be a Company registered under the Companies Act 1956 or a University or Deemed University recognized under UGC Act. (Relevant statutes and Existing affiliations to Universities or colleges to be detailed.)	Self-Declaration
11	All Bidder(s) are required to submit an earnest bid money amount of INR One lac with their response to RFP.	Pay Order / Demand Draft, issued by a Scheduled Commercial Bank in India, drawn in favour of State Bank of India payable at Mumbai.
12	Bid Fee of INR 10,000/-	Pay Order / Demand Draft, issued by a Scheduled Commercial Bank in India, drawn in favour of State Bank of India payable at Mumbai.

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(s). Relevant portions, in the documents submitted in pursuance of eligibility criteria, should be highlighted.

Authorised Signatory

Seal of Company

## **ANNEXURE C- BIDDER(S) DETAILS**

### Details of the Bidder(s)

1. Name
2. Constitution of the Bidder(s)
3. Date of Incorporation and / or commencement of business
4. Certificate of incorporation
5. Complete postal address / contact details of the Bidder(s).
6. Brief description of the Bidder(s) including details of its main line of business
7. Bidder(s)'s website URL
8. Particulars of the Authorized Signatory of the Bidder(s)
  - a. Name
  - b. Designation
  - d. Phone Number (Landline)
  - e. Mobile Number
  - f. Fax Number
  - g. Email Address

Signature and Seal of Company

## ANNEXURE D: TECHNICAL BID – DETAILED BID

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

Sl. No	Item	Details
1.	Brief profile of your Company/Firm	
2.	Presence in India since	
3.	List of major clients, for whom you have conducted Teaching / Training for various types of positions in Banks.	
4.	Have you conducted trainings for banking industry/PSU in particular, if yes, please specify separately	
5.	Teaching mechanisms/ tools proposed to be used <b>(Annexure-L)</b>	
6.	Brief about the method for Online assessments, Psychometric tests, assignments or any other evaluation methods for candidates	
7.	Details of the Teaching / Hostel / Boarding facilities used <b>(Annexure-M)</b>	

SIGNATURES



## ANNEXURE E: INDICATIVE FINANCIAL BID

The indicative financial Bid needs to contain the information listed hereunder in a sealed envelope bearing the identification – “Appointment of professional training organisation (s) / institute (s) for teaching / training Junior Associates”.

Name of the Bidder(s):

Sl. No	Item	Details	Amount
<b>1.</b>	<b>Cost of Classroom Training inclusive of Residential facility along with Food as specified</b>	<b>Cost per participant for the whole training program</b>	
<i>a</i>	<i>Classroom infrastructure &amp; Computer Labs</i>		
<i>b</i>	<i>Faculty /Trainer Cost</i>		
<i>c</i>	<i>Training Material (if any additional proposed)</i>		
<i>d</i>	<i>Residential Accommodation</i>		
<i>e</i>	<i>Food</i>		
<i>f</i>	<i>Statutory Taxes</i>		
<i>g</i>	<i>Others (Please specify)</i>		

Additional information, if any:

Note: i. The quoted prices and taxes should be shown separately (Please specify both items of tax and rate of tax)

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

iii. Bank will not pay any amount which is not quoted in above financial bid. There will be no additional payment for taxes. There will be no additional payment to the Bidder(s) for anything related to movements / visits/ presentations / knowledge transfer by the Bidder(s) or its officials.

Authorised Signatory

Seal of Company

## ANNEXURE F: NON-DISCLOSURE AGREEMENT

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

State Bank of India 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 "Bidder(s)" 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 Bidder(s) are herein after individually referred to as "party" and collectively as 'parties'.

And Whereas

1. Bidder(s)\_\_\_\_\_, providing HR training services, has agreed to provide service on HR training thereon.

2. For the purpose of engaging the services, 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 Bidder(s) specifically assigned and/or otherwise, sufficient to enable it to comply with all the provisions of this Agreement. If the Bidder(s) shall appoint any Sub-Bidder(s) then the Bidder(s) may disclose confidential information to such Sub-Bidder(s) subject to such Sub Bidder(s) giving the Customer an undertaking in similar terms to the provisions of this clause.

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

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

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

2.4 Confidential Information and Confidential Material may be disclosed, reproduced, summarized or distributed only in pursuance of Receiving Party's business

relationship with Disclosing Party, and only as otherwise provided hereunder. Receiving Party agrees to segregate all such Confidential Material from the confidential material of others in order to prevent mixing.

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

### 3. Rights and Remedies

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

3.2 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 advancing a business relationship between the parties, or any license rights whatsoever in any patent, copyright or other intellectual property rights pertaining to the Confidential Information.

4.4 The terms of Confidentiality under this Agreement shall not be construed to limit either party's right to independently develop or acquire product without use of the other party's Confidential Information. Further, either party shall be free to use for any purpose the residuals resulting from access to or work with such Confidential Information, provided that such party shall maintain the confidentiality of the Confidential Information as provided herein. The term "residuals" means information in non-tangible form, which may be retained by person who has had access to the Confidential Information, including ideas, concepts, know-how or techniques contained therein. Neither party shall have any obligation to limit or restrict the assignment of such persons or to pay royalties for any work resulting from the use of residuals. However, the foregoing shall not be deemed to grant to either party a license under the other party's copyrights or patents.

4.5 For the purpose of avoiding any ambiguity it is clarified that the services / solution or other deliverables provided or to be provided by the Bidder(s) 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 Bidder(s) 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, Bidder(s) 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 \_\_\_\_\_

Name		
Designation		
Place		
Signature		

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

Name		
Designation		
Place		
Signature		

## ANNEXURE G: COMPLIANCE STATEMENT

### DECLARATION

#### Terms & Conditions

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

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

1)

2)

....

(If left blank it will be construed that there is no deviation from the specification given above)

Authorised Signatory

Seal of Company

## ANNEXURE H: FORMAT FOR BANK GUARANTEE

### BANK GUARANTEE

To,

State Bank of India,

Strategic Training Unit

Corporate Centre

16<sup>th</sup> 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 Bidder(s)") to provide training service to SBI in accordance with the said RFP / order.

Whereas as per the terms of the said RFP/ Order the Bidder(s) 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 Bidder(s) hereby expressly and unreservedly undertake and Guarantee to pay to you, a sum not exceeding INR \_\_\_\_\_/- (INR \_\_\_\_\_ Only), being 10% of the value of the Project Cost, in the event of any breach by the Bidder(s) of the obligations under your said Order, or reasons attributable to the Bidder(s) on account of the same. This Guarantee shall be limited to an amount not exceeding INR \_\_\_\_\_/- (INR \_\_\_\_\_ 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 Bidder(s), 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 Bidder(s) 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 Bidder(s), indulgence to Bidder(s) 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 Bidder(s).

This Guarantee shall be a continuing Guarantee and shall not be discharged by any change in the constitution of SBI, Guarantor or the Bidder(s). 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 INR \_\_\_\_\_/- (INR \_\_\_\_\_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  
16<sup>th</sup> Floor, Madam Cama Road  
Mumbai – 400 021

**RFP: APPOINTMENT OF PROFESSIONAL TRAINING INSTITUTE (S) FOR  
TRAINING NEWLY RECRUITED JUNIOR ASSOCIATES**

**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 INR 1 lac only (INR one lac 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 1 single envelope containing Technical Bid (super scribed as “Technical bid for appointment of Professional Training Institute(s) for training newly recruited Junior Associates) and other for Indicative Financial Bid (super scribed as “Indicative Financial bid for appointment of Professional Training Institute(s) for training newly recruited Junior Associates). Envelope containing Technical Bid will in turn, contain four separate sealed envelopes, one containing details of eligibility criteria as per Annexure B & Annexure C of the RFP (super scribed as “Technical Bid - Eligibility Details”) and other containing complete technical Bid details. Third and fourth envelopes will contain a CD/ Pen Drive containing a soft copy of the above details separately. In the first stage, only the envelope containing ‘Technical Bid - Eligibility Details’ will be opened and evaluated.

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

- a. Bid Covering letter – Annexure A
- b. Bid fee of INR 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(s) Information – Annexure C
- e. Certificate of Incorporation
- f. Certificate of Business Commencement
- g. Copy of Audited Balance Sheet and / or Certificate of the Chartered Accountant for preceding two years.
- h. Letter from clients / copy of engagement letter / contracts.
- i. Letter of declaration on black listing / barred / disqualification by regulatory / statutory authorities
- j. EMD amount with EMD letter as per Annexure I
- k. Compliance Statement as per Annexure G

### (B) Envelope super scribed ‘Technical Bid – Detailed’

- a. Technical Bid as per Annexure D
- b. Bidder(s)s Organisation and Experience Details as per Exhibit I
- c. Team Composition as per Exhibit II

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

(C) Envelope super scribed 'Indicative Financial Bid'

Financial bid details as per Annexure E.

## **ANNEXURE K: PRE-DESIGNED SET OF CURRICULUM**

1. Orientation with SBI
2. Knowledge of General Banking environment
3. Branch banking functions, due diligence and risk compliance
4. Sales/Marketing of Banking Products with special emphasis on digital and asset products
5. Soft skills
6. Customer centricity
7. Psychometric evaluation
8. Evaluation test

(\* ) These areas are not exhaustive and may be expanded/ modified.

## **ANNEXURE L: TRAINING TOOLS/ MECHANISMS**

- a) Group/ team-building activity
- b) Training through mix of e-learning, pre-reads and case studies
- c) Peer group performance
- d) Psychometric evaluation
- e) Role-play
- f) Marketing & selling techniques
- g) Training in soft skills

(\* ) These parameters are not exhaustive and may be expanded/ modified.

## **ANNEXURE M: DETAILS OF TRAINING/ACCOMMODATION/BOARDING FACILITIES/INDICATIVE MENU FOR PARTICIPANTS**

1. No. of classrooms:
2. Classroom capacity (min.30 upto 60):
3. Computer lab availability (no. of classrooms per lab):
4. Accommodation:
  - i. (Owned/Leased/rented),
  - ii. (Hostel/Other),
  - iii. (On-site/off-site),
  - iv. (Number)
  - v. (Capacity),
  - vi. (Locations and distance from training location in case of off-site)
5. Indicative Menu
  - i. Breakfast:
  - ii. Lunch:
  - iii. Dinner:
  - iv. Morning/ Evening Tea/Coffee:
  - v. Mid-morning/Mid-afternoon Tea/Snacks:

**ANNEXURE N: PRE-BID QUERY FORMAT**

**(To be provided strictly in Excel format)**

Vendor Name	Sl. No	RFP Page No	RFP Clause No.	Existing Clause	Query/Suggestions

## **ANNEXURE O: PRE-CONTRACT INTEGRITY PACT**

### **(TO BE STAMPED AS AN AGREEMENT)**

#### **General**

This pre-Bid pre-contract Agreement (hereinafter called the Integrity Pact) is made on \_\_\_\_\_ day of the month of \_\_\_\_\_ 201 , between, on the one hand, the State Bank of India a body corporate incorporated under the State Bank of India Act, 1955 having its Corporate Centre at State Bank Bhavan, Nariman Point, Mumbai through Strategic Training Unit at 16<sup>th</sup> Floor, State Bank Bhavan, Madam Cama Road, Nariman Point, Mumbai - 400021 (hereinafter called the "BUYER", which expression shall mean and include, unless the context otherwise requires, its successors) of the First Part:

And

M/s \_\_\_\_\_ represented by Shri \_\_\_\_\_, Chief Executive Officer/ Authorised signatory (hereinafter called the "BIDDER/Seller which expression shall mean and include, unless the context otherwise requires, its / his successors and permitted assigns of the Second Part.

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

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

NOW, THEREFORE,

To avoid all forms of corruption by following a system that is fair, transparent and free from any influence/prejudiced dealings prior to, during and subsequent to the currency of the contract to be entered into with a view to :

- a. Enabling the BUYER to obtain the desired service / product at a competitive price in conformity with the defined specifications by avoiding the high cost and the distortionary impact of corruption on public procurement; and
- b. Enabling BIDDERS to abstain from bribing or indulging in any corrupt practice in order to secure the contract by providing assurance to them that their competitors will also abstain from bribing and other corrupt practices and the BUYER will commit to prevent corruption, in any form, by its officials by following transparent procedures.

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

## **1. Commitments of the BUYER**

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

## **2. Commitments of BIDDERS**

- 2.1 The BIDDER commits itself to take all measures necessary to prevent corrupt practices, unfair means and illegal activities during any stage of its Bid or during any pre-contract or post-contract stage in order to secure the contract or in furtherance to secure it and in particular commit itself to the following:
- 2.2 The BIDDER will not offer, directly or through intermediaries, any bribe, gift, consideration, reward, favour, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any



official of the BUYER, connected directly or indirectly with the bidding process, or to any person, organisation or third party related to the contract in exchange for any advantage in the bidding, evaluation, contracting and implementation of the contract.

- 2.3 The BIDDER further undertakes that it has not given, offered or promised to give, directly or indirectly any bribe, gift, consideration, reward, favour, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any official of the BUYER or otherwise in procuring the Contract or forbearing to do or having done any act in relation to the obtaining or execution of the contract or any other contract with State Bank of India for showing or forbearing to show favour or disfavour to any person in relation to the contract or any other contract with State Bank of India.
- 2.4 Wherever applicable, the BIDDER shall disclose the name and address of agents and representatives permitted by the Bid documents and Indian BIDDERS shall disclose their foreign principals or associates, if any.
- 2.5 The BIDDER confirms and declares that they have not made any payments to any agents/brokers or any other intermediary, in connection with this Bid/contract.
- 2.6 The BIDDER further confirms and declares to the BUYER that the BIDDER is the original vendors or service providers in respect of product / service covered in the Bid documents and the BIDDER has not engaged any individual or firm or company whether Indian or foreign to intercede, facilitate or in any way to recommend to the BUYER or any of its functionaries, whether officially or unofficially to the award of the contract to the BIDDER, nor has any amount been paid, promised or intended to be paid to any such individual, firm or company in respect of any such intercession, facilitation or recommendation.
- 2.7 The BIDDER, at the earliest available opportunity, i.e. either while presenting the Bid or during pre-contract negotiations and in any case before opening the financial Bid and before signing the contract, shall disclose any payments he has made, is committed to or intends to make to officials of the BUYER or their family members, agents, brokers or any other intermediaries in connection with the contract and the details of services agreed upon for such payments.
- 2.8 The BIDDER will not collude with other parties interested in the contract to impair the transparency, fairness and progress of the bidding process, Bid evaluation, contracting and implementation of the contract.
- 2.9 The BIDDER will not accept any advantage in exchange for any corrupt practice, unfair means and illegal activities.

- 2.10 The BIDDER shall not use improperly, for purposes of competition or personal gain, or pass on to others, any information provided by the BUYER as part of the business relationship, regarding plans, technical proposals and business details, including information contained in any electronic data carrier. The BIDDER also undertakes to exercise due and adequate care lest any such information is divulged.
- 2.11 The BIDDER commits to refrain from giving any complaint directly or through any other manner without supporting it with full and verifiable facts.
- 2.12 The BIDDER shall not instigate or cause to instigate any third person to commit any of the actions mentioned above.
- 2.13 If the BIDDER or any employee of the BIDDER or any person acting on behalf of the BIDDER, either directly or indirectly, is a relative of any of the officers of the BUYER, or alternatively, if any relative of an officer of the BUYER has financial interest/stake in the BIDDER's firm, the same shall be disclosed by the BIDDER at the time of filing of tender. The term 'relative' for this purpose would be as defined in Section 6 of the Companies Act 1956.
- 2.14 The BIDDER shall not lend to or borrow any money from or enter into any monetary dealings or transactions, directly or indirectly, with any employee of the BUYER.

### **3. Previous Transgression**

- 3.1 The BIDDER declares that no previous transgression occurred in the last three years immediately before signing of this Integrity Pact, with any other company in any country in respect of any corrupt practices envisaged hereunder or with any Public Sector Enterprise / Public Sector Banks in India or any Government Department in India or RBI that could justify BIDDER's exclusion from the tender process.
- 3.2 The BIDDER agrees that if it makes incorrect statement on this subject, BIDDER can be disqualified from the tender process or the contract, if already awarded, can be terminated for such reason.

### **4. Earnest Money (Security Deposit)**

- 4.1 While submitting commercial Bid, the BIDDER shall deposit an amount (specified in RFP) as Earnest Money/Security Deposit, with the BUYER through any of the mode mentioned in the RFP / Bid document and no such mode is specified, by a Bank Draft or a Pay Order in favour of State Bank of India from a nationalized Bank including SBI or its Subsidiary

Banks. However payment of any such amount by way of Bank Guarantee, if so permitted as per Bid documents / RFP should be from any schedule Commercial Bank other than SBI or its Subsidiary Banks and promising payment of the guaranteed sum to the BUYER on demand within three working days without any demur whatsoever and without seeking any reasons whatsoever. The demand for payment by the BUYER shall be treated as conclusive proof for making such payment to the BUYER.

4.2 Unless otherwise stipulated in the Bid document / RFP, the Earnest Money/Security Deposit shall be valid upto a period of one year or the complete conclusion of the contractual obligations to the complete satisfaction of both the BIDDER and the BUYER, including warranty period, whichever is later.

4.3 In case of the successful BIDDER a clause would also be incorporated in the Article pertaining to Performance Bond in the Purchase Contract that the provisions of Sanctions for Violation shall be applicable for forfeiture of Performance Bond in case of a decision by the BUYER to forfeit the same without assigning any reason for imposing sanction for violation of this Pact.

4.4 No interest shall be payable by the BUYER to the BIDDER on Earnest Money/Security Deposit for the period of its currency.

## **5. Sanctions for Violations**

5.1 Any breach of the aforesaid provisions by the BIDDER or any one employed by it or acting on its behalf (whether with or without the knowledge of the BIDDER) shall entitle the BUYER to take all or any one of the following actions, wherever required:

- (i) To immediately call off the pre contract negotiations without assigning any reason and without giving any compensation to the BIDDER. However, the proceedings with the other BIDDER(s) would continue, unless the BUYER desires to drop the entire process.
- (ii) The Earnest Money Deposit (in pre-contract stage) and/or Security Deposit/Performance Bond (after the contract is signed) shall stand forfeited either fully or partially, as decided by the BUYER and the BUYER shall not be required to assign any reason therefore.
- (iii) To immediately cancel the contract, if already signed, without giving any compensation to the BIDDER.
- (iv) To recover all sums already paid by the BUYER, and in case of an Indian BIDDER with interest thereon at 2% higher than the prevailing Base Rate

of State Bank of India, while in case of a BIDDER from a country other than India with interest thereon at 2% higher than the LIBOR. If any outstanding payment is due to the BIDDER from the BUYER in connection with any other contract for any other stores, such outstanding could also be utilized to recover the aforesaid sum and interest.

- (v) To encash the advance bank guarantee and performance bond/warranty bond, if furnished by the BIDDER, in order to recover the payments, already made by the BUYER, along with interest.
- (vi) To cancel all or any other Contracts with the BIDDER. The BIDDER shall be liable to pay compensation for any loss or damage to the BUYER resulting from such cancellation/rescission and the BUYER shall be entitled to deduct the amount so payable from the money(s) due to the BIDDER.
- (vii) To debar the BIDDER from participating in future bidding processes of the BUYER or any of its Subsidiaries for a minimum period of five years, which may be further extended at the discretion of the BUYER.
- (viii) To recover all sums paid, in violation of this Pact, by BIDDER(s) to any middleman or agent or broker with a view to securing the contract.
- (ix) Forfeiture of Performance Bond in case of a decision by the BUYER to forfeit the same without assigning any reason for imposing sanction for violation of this Pact.
- (x) Intimate to the CVC, IBA, RBI, as the BUYER deemed fit the details of such events for appropriate action by such authorities.

5.2 The BUYER will be entitled to take all or any of the actions mentioned at para 5.1(i) to (x) of this Pact also on the Commission by the BIDDER or any one employed by it or acting on its behalf (whether with or without the knowledge of the BIDDER), of an offence as defined in Chapter IX of the Indian Penal code, 1860 or Prevention of Corruption Act, 1988 or any other statute enacted for prevention of corruption.

5.3 The decision of the BUYER to the effect that a breach of the provisions of this Pact has been committed by the BIDDER shall be final and conclusive on the BIDDER. However, the BIDDER can approach the Independent Monitor(s) appointed for the purposes of this Pact.

## 6. Fall Clause

The BIDDER undertakes that it has not supplied/is not supplying similar product/systems or subsystems at a price lower than that offered in the present Bid in respect of any other Ministry/Department of the Government of India or PSU or any other Bank and if it is found at any stage that similar product/systems or sub systems was supplied by the BIDDER to any other Ministry/Department of the Government of India or a PSU or a Bank at a lower price, then that very price, with due allowance for elapsed time, will be applicable to the present case and the difference in the cost would be refunded by the BIDDER to the BUYER, if the contract has already been concluded.

## 7. Independent Monitors

- 7.1 The BUYER has appointed Independent Monitors (hereinafter referred to as Monitors) for this Pact in consultation with the Central Vigilance Commission (Names and Addresses of the Monitors to be given).

NAME	SHRI JOHNY JOSEPH	SHRI K. CHANDRAHAS
ADDRESS	701/702, Callalily-Y, Nagar Amrit Shakti, Chandivali, Andheri (East), Mumbai - 400072	G-1, Reliance Homes, 8-2-547/R, Road No. 7, Banjara Hills, Hyderabad - 500034
e-mail ID	<a href="mailto:johnyjoseph49@gmail.com">johnyjoseph49@gmail.com</a>	<a href="mailto:kchandrahas@yahoo.com">kchandrahas@yahoo.com</a>

- 7.2 The task of the Monitors shall be to review independently and objectively, whether and to what extent the parties comply with the obligations under this Pact.
- 7.3 The Monitors shall not be subjected to instructions by the representatives of the parties and perform their functions neutrally and independently.
- 7.4 Both the parties accept that the Monitors have the right to access all the documents relating to the project/procurement, including minutes of meetings. Parties signing this Pact shall not approach the Courts while representing the matters to Independent External Monitors and he/she will await their decision in the matter.
- 7.5 As soon as the Monitor notices, or has reason to believe, a violation of this Pact, he will so inform the Authority designated by the BUYER.

- 7.6 The BIDDER(s) accepts that the Monitor has the right to access without restriction to all Project documentation of the BUYER including that provided by the BIDDER. The BIDDER will also grant the Monitor, upon his request and demonstration of a valid interest, unrestricted and unconditional access to his project documentation. The same is applicable to Subcontractors. The Monitor shall be under contractual obligation to treat the information and documents of the BIDDER/Subcontractor(s) with confidentiality.
- 7.7 The BUYER will provide to the Monitor sufficient information about all meetings among the parties related to the Project provided such meetings could have an impact on the contractual relations between the parties. The parties will offer to the Monitor the option to participate in such meetings.
- 7.8 The Monitor will submit a written report to the designated Authority of BUYER/Secretary in the Department/ within 8 to 10 weeks from the date of reference or intimation to him by the BUYER / BIDDER and, should the occasion arise, submit proposals for correcting problematic situations.

#### **8. Facilitation of Investigation**

In case of any allegation of violation of any provisions of this Pact or payment of commission, the BUYER or its agencies shall be entitled to examine all the documents including the Books of Accounts of the BIDDER and the BIDDER shall provide necessary information and documents in English and shall extend all possible help for the purpose of such examination.

#### **9. Law and Place of Jurisdiction**

This Pact is subject to Indian Law. The place of performance and jurisdiction is the seat of the BUYER.

#### **10. Other Legal Actions**

The actions stipulated in this Integrity Pact are without prejudice to any other legal action that may follow in accordance with the provisions of the extant law in force relating to any civil or criminal proceedings.

#### **11. Validity**

- 11.1 The validity of this Integrity Pact shall be from date of its signing and extend upto 5 years or the complete execution of the contract to the satisfaction of

both the BUYER and the BIDDER/Seller, including warranty period, whichever is later. In case BIDDER is unsuccessful, this Integrity Pact shall expire after six months from the date of the signing of the contract, with the successful Bidder by the BUYER.

11.2 Should one or several provisions of this Pact turn out to be invalid; the remainder of this Pact shall remain valid. In this case, the parties will strive to come to an agreement to their original intentions.

12. The parties hereby sign this Integrity Pact at \_\_\_\_\_ on \_\_\_\_\_

For BUYER

For BIDDER

Name of the Officer.

Chief Executive Officer/

Designation

Authorised Signatory

Designation

Office / Department / Branch

Office / Department / Branch

State Bank of India.

Witness

Witness

1

1.

2

2.

**Note: This agreement will require stamp duty as applicable in the State where it is executed or stamp duty payable as per Maharashtra Stamp Act, whichever is higher.**

## **EXHIBIT: I: BIDDER(S) ORGANIZATION AND EXPERIENCE**

### A - Bidder(s)'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 - Bidder(s)'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 training services similar to the ones requested under this assignment.]

Assignment name	
Country: Location within country:	
Name of Client:	
Start date month/year: Completion date month/year:	
Name of associated Bidder(s)s, if any:	
Narrative description of Project:	
Description of actual services provided by your staff within the assignment:	

Note: The Bidder(s) 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 Bidder(s)s for submitting their Proposals.



**Exhibit II: TRAINING TEAM COMPOSITION AND TASK ASSIGNMENTS**

**(Indicative Team Composition and task to be detailed as mentioned in clause -4.xxii)**

<b>Sr No</b>	<b>Designation</b>	<b>Task</b>

**EXHIBIT III: CURRICULUM VITAE (CV) FOR PROPOSED FACULTY  
(USE SEPARATE SHEETS FOR EACH PROPOSED FACULTY)**

1. Proposed Position [only one candidate shall be nominated for each position]:
2. Name of Firm [Insert name of firm proposing the staff]:
3. Name of Staff [Insert full name]:
4. Date of Birth: Nationality:
5. Education [Indicate college/university and other specialized education of staff member, giving names of institutions, degrees obtained, and dates of obtainment]:
6. Membership of Professional Associations:
7. Other Training [Indicate significant training since degrees under 5 - Education were obtained]:
8. Countries of Work Experience: [List countries where staff has worked in the last ten years]:
9. Languages [For each language indicate proficiency: good, fair, or poor in speaking, reading, and writing]:
10. Employment Record [Starting with present position, list in reverse order every employment held by staff member since graduation, giving for each employment see format here below: dates of employment, name of employing organization, positions held.]:

Positions held:

11. Detailed Tasks Assigned

12. Work Undertaken that Best Illustrates capability to Handle Tasks Assigned

a) List all tasks to be performed under this assignment

b) Among the assignments in which the staffs have been involved, indicate the following information for those assignments that best illustrate staff capability to handle the tasks listed under point 11.]

(i) Name of assignment or project:

(ii) Year:

(iii) Location:

(iv) Client:

(v) Main project features:

(vi) Positions held:

(vii) Activities performed:

**EXHIBIT IV: TECHNICAL EVALUATION CRITERIA**

<b>Sr. No.</b>	<b>Criteria</b>	<b>Maximum Marks</b>
1	Number of Faculty with 10 years of relevant experience in teaching for Banking/FI positions	15
2	Number of candidates that can be trained simultaneously for SBI for the proposed engagement*	15
3	No of computers/ tabs/ laptops (having internet connectivity) available per 4 trainees*	10
4	Existing Faculty per classroom	10
5	Owned/Leased/Rented Boarding & Lodging facilities for participants	10
6	No. of Long Term residential academic training programs completed for Banks (both PSBs and private sector) in the last 5 years	20
7	Public/Private sector Banks as clients for long term programs	20
	<b>Total</b>	<b>100</b>

*\*Assessment to be done on proposal submitted*

**Detailed Evaluation and scoring on technical aspects of the proposal:**

The Bidder(s) will be rated on the basis of the following criteria and each criterion will have marks allocated

**1. Number of Faculty with 10 years of relevant experience in teaching for Banking/FI positions – 15 Marks**

<b>SN</b>	<b>Number of Faculty with 10 years of relevant experience in teaching for Banking/FI positions</b>	<b>Marks</b>
1	10 to 20	10
2	20 to 30	12
3	Above 30	15

**2. Number of candidates that can be trained simultaneously for SBI for the proposed engagement - 15 Marks**

<b>SN</b>	<b>Number of Candidate that can be trained simultaneously</b>	<b>Marks</b>
1	below 3000	0
2	3000 to 5000	10
3	5000 +	15

**3. No of computers/ tabs/ laptops (having internet connectivity) available per 4 trainees – 10 Marks**

<b>SN</b>	<b>No of computers/ tabs/ laptops (having internet connectivity) available per 4 trainees</b>	<b>Marks</b>
1	1	4
2	2	6
3	3	8
4	4	10

**4. Existing Faculty per classroom – 10 Marks**

<b>SN</b>	<b>Faculty per classroom</b>	<b>Marks</b>
1	1	6
2	2	8
3	3 or more	10

**5. Owned/Leased/Rented Boarding & Lodging facilities for participants – 10 Marks**

<b>SN</b>	<b>Owned/Leased/Rented Boarding &amp; Lodging facilities for participants</b>	<b>Marks</b>
1	Rented (%)	8
2	Owned/Leased (%)	10

*\*Marks to be awarded on the highest percentage of total capacity offered to SBI.*

**6. No. of Long Term residential academic training programs completed for Banks (both PSBs and private sector) in the last 5 years**

<b>SN</b>	<b>Long Term residential academic training for Banks (both PSBs and private sector)</b>	<b>Marks</b>
1	5 and above but less than 10	15
2	10 and above	20

**7. Public/Private sector Banks as clients for long term programs**

<b>SN</b>	<b>Public/Private sector Banks as clients for long term programs</b>	<b>Marks</b>
1	1 and above but less than 3	10
2	3 and above but less than 5	15
3	5 and above	20

**EXHIBIT V: COMMENTS ON SUPPORT SERVICES FROM BANK**

(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, etc.]

Note: The Bidder(s) 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 Bidder(s)s for submitting their Proposals.