

**REQUEST FOR PROPOSAL (RFP)**

**FOR EMPANELMENT OF HUMAN RESOURCE CONSULTANTS FOR HIRING  
MANPOWER IN SENIOR MANAGEMENT/ EXECUTIVE LEVEL POSITIONS  
INCLUDING IT-EXPERTS IN THE BANK**

**RFP REFERENCE NO. SBI/CDO/CMD/RFP/2021-22/01**

**DATED:6<sup>th</sup> September, 2021**

**STATE BANK OF INDIA, CADRE MANAGEMENT DEPARTMENT,  
CORPORATE CENTRE, 16<sup>TH</sup> FLOOR, STATE BANK BHAVAN,  
MADAME CAMA ROAD, MUMBAI – 400 021**

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## 1. BID DETAILS

Sr. No.	Particulars	Time / Date / Other Details
1.	Date of commencement of Bidding process (Issue of RFP)	06.09.2021 Time : 11.00 a.m IST
2.	Last date and time for receipt of written queries for clarification from Bidders	14.09.2021 Time 5.00 p.m. IST
3.	Tentative pre-Bid meeting Date & Time. Meeting will be conducted virtually (over MS Teams) from SBI, Corporate Centre, Mumbai	21.09.2021 Time 12.00 noon IST
4.	Last Date & Time for Bid submission.	28.09.2021 Time 5.00 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'  and other documents specified in the RFP <b>Venue:</b> State Bank Bhavan, Nariman Point, Mumbai	29.09.2021 Time 3.00 p. m IST  Representatives of Bidder may be present (virtually over MS Teams)/in-person) during opening of Technical bids (Eligibility details & Detailed Bids of eligible bidders). However, Technical Bids would be opened even in the absence of any or all of the bidders' representatives.
6.	Tentative presentation dates of Eligible Bidders and evaluation thereof.	Between 05.10.2021 to 07.10.2021  (Date and exact time slot will be advised through email at a short notice)
7.	Place of opening of Bids	Address : State Bank of India, Corporate Centre, State Bank Bhavan, Madame Cama Road, Nariman Point, Mumbai-400 021.

8.	Address for communication (Bank)	Address : Deputy General Manager (CMD), State Bank of India, Corporate Centre, 16 <sup>th</sup> Floor, Cadre Management Department, State Bank Bhavan, Madame Cama Road, Nariman Point, Mumbai – 400 021. e-mail – dgm.cmd@sbi.co.in Phone: 022-22741630 Fax: 022- 22742631
10.	Bid Fee	Non-Refundable fee of Rs. 10,000/- (Rupees Ten Thousand only) per bid submission. Pay Order / Demand Draft, drawn in favour of State Bank of India, payable at Mumbai.
11.	Bid Security (EMD)	Rs. 3,00,000/- (Rupees Three Lac only)
12.	Performance Bank Guarantee	Performance Security in form of BG, issued by a Scheduled Commercial bank other than SBI, within the 14 days from the date of awarding a project is to be submitted by the Consultant. Validity period of the BG should be 180 days from the date of awarding a project. The BG may need to be extended depending on extension of the allotted project.

## 2. OVERVIEW :

State Bank of India (SBI), a body Corporate constituted under the provisions of the State Bank of India Act, 1955 is an Indian multinational, public sector banking and financial services company. It is a government-owned Fortune 500 company which is headquartered in Mumbai, Maharashtra. It is the largest bank in India and provides a range of banking products through its network of branches in India and overseas, including products aimed at non-resident Indians (NRIs). It has 17 regional hubs (Circles) and over 140 business modules that are located at important cities throughout India.

Human Resources (HR) is a critical factor in the Bank for achieving the growth targets, expansion needs and providing a competitive edge to the Bank. HR in SBI is unique in as much as it is one of the few organisations in the country with such a large complement of staff belonging to diverse regional and

cultural groups. Bank has a well-established structure for managing the human resources, continuously reviewing current schemes & policies and devising strategic interventions for improvements. The Bank has been at the forefront of devising new HR policies and processes aimed at all-round development of its Human Resources.

Ever-evolving technological innovations, emerging business opportunities, innovations in the product/ services and delivery channels to reach to the target groups and heightened competition in the BFSI sector, has necessitated change in the approach towards recruiting right talent for senior management/ executive level positions. Quality resources having deep understanding of the respective domains and insight to gauge the emerging challenges and opportunities for growth, are key to remain ahead of the curve. Bank has well-defined job descriptions for all the positions, which are reviewed and updated suiting to the changed circumstances and also as part of the business strategy to have desired outcomes in terms of performance of role holders. Preparation of job specifications conducive for attracting the quality applicants having desired length and degree of expertise in the domain area is vital for recruiting the right candidates. Effectiveness of recruiting right talent also depends on scientifically crafted, measurable and result-oriented Key Result Areas (KRAs) for any position, assessment of performance at fixed-intervals and its impact on business results/ area of responsibility.

In order to achieve the objective of recruiting right talents in the Senior Management/ Executive Level positions in the Bank, a need is felt to empanel a set of qualifying firms as support for recruitment of desired talents (regular/ contract basis) in the Bank. Further, the Bank also desires to utilise the services of consultant for assistance in recruitment of IT Experts for various positions (Junior/ Senior/ Executive Level) in the Bank. Same consultant/s may be empanelled for both the fields, if having expertise in these fields or different set of consultants may be empanelled for different workstreams.

Notwithstanding the above and the invitation for technical proposals invited from competent applicants in the line of business through this Invitation Document, the Bank reserves its right to advertise or engage the services of any other agency at its sole discretion for recruiting manpower in any of the positions, as deemed fit.

This Request for Proposal (RFP) document has been prepared solely for the purpose of enabling State Bank of India ('The Bank') to empanel HR Consultants for facilitating recruitment of manpower in Senior Management/ Executive level positions on regular/ contract basis in the Bank.

### 3. RFP Terminology

Definitions – Throughout this RFP, unless inconsistent with the subject matter or context:

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

3.2 **Bidder**– An eligible entity/firm submitting a Proposal/Bid in response to this RFP

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

3.4 **Consultants/Vendors** – The Bidder selected under this RFP.

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

3.6 **“Contract/ Service Level Agreement (SLA)”**- means the Contract signed by the Parties and all the attached documents and the Appendices, consequent to the completion of the proceedings as per the RFP.

3.7 **Proposal/ Bid** – the response received in the prescribed format from a bidder in accordance with the RFP

3.8 **“Day”** - means calendar day.

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

3.10 **“Personnel”**- means professionals and support staff provided by the Consultant and assigned to perform the Services or any part thereof. “Foreign Personnel” means such professionals and support staff who at the time of being so provided have their domicile outside India. “Domestic Personnel” means such professionals and support staff who at the time of being so provided had their domicile in India.

3.11 **Project Cost** - Project cost would be the total consideration that the Bank has to pay to the Consultant for the full and proper performance of the Consultancy Service as per the terms of the RFP/Contract.

3.12 **“Proposal”**- means the Technical Proposal/ bid.

3.13 **RFP** – This request for proposal in its entirety, inclusive of any addenda/modification/ clarification/amendment that may be issued by the Bank.

3.14 **“Terms of Reference”** -(TOR) means the document included in the RFP which explains the scope of work, activities, and tasks to be performed.

#### **4. Scope of Work:**

##### **4.1 Project Objectives and detailed scope of work:**

Bank wishes to empanel a set of competent HR Consultants to assist it in recruitment of quality manpower in Senior Management/ Executive Level positions on regular/ contract basis in the Bank. The Bank also desires to utilise the services of consultant for assistance in recruitment of IT Experts for various positions (Junior/ Senior/ Executive Level) in the Bank. Same consultant/s may be empanelled for both the fields, if having expertise in these fields or different set of consultants may be empanelled for different streams.

The process includes, but is not limited to the undernoted functions:

- a) Designing suitable job specification with thorough understanding of the job descriptions in coordination with the Bank for various positions as per requirement.
- b) Analysing the market for compensation paid to peers in other organisations and finalise compensation structure in consultation with the Bank for the position assistance in hiring is awarded.
- c) Designing suitable recruitment advertisement targeted at the desired applicants and assist the Bank in advertising the vacancies, through popular channels.
- d) Respond to the relevant queries from applicants, over phone/email, before the closing date.
- e) Coordination with the suitable candidates based on their qualifications and experience, for participation in the recruitment process
- f) Compilation of the list of applicants clearly mentioning about their eligibility or otherwise and taking appropriate corrective actions, if necessary, within the stipulated period and prepare a list of eligible candidates.
- g) Processing of the applications received and providing all the applications (soft and hard copies) to the Bank.
- h) Shortlisting of applications for further screening in consultation with the Bank.
- i) Carry out the process of issuance of call letters and ensuring complete coordination with the shortlisted candidates.
- j) Devising and conducting various screening process including Psychometric/ Integrity Test (if required) and suggesting the panel for composition of Selection Committee by the Bank.
- k) Facilitate conduct of interview by the Selection Committee.
- l) Perform 360-degree reference check and education qualification verification for the finalist candidate/s.
- m) Assisting the Bank in handling and preparing answers for any recruitment related queries received under RTI act as per the rules and regulations of



Government guidelines and decision/ of India and/or decision/ruling of various judicial bodies.

n) Coordinate with all the selected candidates for medical test by Bank's Medical Officer.

o) Assisting the Bank, as per requirement, in designing rewards/ recognition scheme, PLI, performance evaluation process etc.

Assist the Bank in conducting internal selection/ promotion process as per requirement, including suggesting of various evaluation methods and competency testing.

**All the Services to be provided under this RFP have to be under the applicable government of India guidelines, as amended from time to time.**

#### **4.2 Deliverables:**

4.2.1 The job description and job specification of the identified vacancies will be prepared by the selected HR Consultant/s.

4.2.2 Recruitment advertisements for various vacancies in the Bank will be prepared by the selected HR Consultant/s adhering to the reservation related guidelines of Government.

4.2.3 The selected bidder will survey the market for compensation to the peers in other organisations and suggest compensations structure for the position/s in the Bank.

4.2.4 Conducting and delivery of assessment report of Psychometric/ Integrity Test/s or any other test/s to judge the competency of the candidates.

4.2.5 The selected HR Consultant will have to ensure that publication of results of the recruitment process should be in the prescribed format duly signed by the Competent Authority and conforming to the reservation related guidelines of Government of India/ any other guidelines of RBI/GOI/IBA.

4.2.6 360 degree reference check and education verification of the finalist candidate/s.

4.2.7 The HR Consultant/s may be required to assist the Bank in the internal selection/ promotion process, including suggesting of various evaluation methods and competency testing.

## **5. TIMELINES AND DURATION OF EMPANELMENT**

### **5.1 Timelines:**

I. The above scope and deliverables have to be designed and executed to Bank's satisfaction in a time bound manner to complete the work order withing 2(Two) months of award of contract.

II. Bank, at its sole discretion reserves the right to ask the consultant to give extend the period on the same terms and conditions.

## 5.2 Duration of Empanelment

Post the evaluation process, the shortlisted bidder/s will be empanelled for a period of 3 years during which Bank may, at its discretion, issue a work order with the Empanelled Applicant/s for hiring manpower in Senior Management/ Executive Level positions in the Bank including IT experts for various positions in the organisation.

## 6. EVALUATION PROCESS, ELIGIBILITY CRITERIA AND COMMERCIAL QUOTES

### 6.1 Evaluation process:

The competitive proposals will be evaluated by the Bank based on their competitiveness and suitability to Bank's requirement.

### 6.2 Eligibility Criteria:

- i. This RFP for empanelment of HR Consultant/s will be limited to the HR consultants who have the necessary experience, capability and expertise in the domain of recruitment of manpower for Senior Management/ Executive level positions in BFSI Sector/PSU Organizations /Govt. for a minimum period of 3 years, having existence for a minimum period of 5 years in India. The applicants must have a minimum annual turnover of Rs.5 Cr from Indian operations in the past two years and experience of minimum 3 years in the field of assisting recruitments (in India) for large organisations with employee strength of minimum 10000 and / or annual turnover of at least Rs.700 cr. Bidders are advised to refer to **Annexure B** for detailed Eligibility Criteria.
- ii. The bidders desirous of providing consultancy services to SBI are invited to submit their technical 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.
- iii. This RFP is not an offer by the State Bank of India, but an invitation to receive responses from the Bidders. No contractual obligation whatsoever shall arise from the RFP process unless and until a formal contract is signed and executed by duly authorised official(s) of State Bank of India with the selected bidder.
- iv. The Bank has the right to terminate the contract with the selected bidder at any time during the contract period by giving a written notice.

### **6.3 Technical Proposal:**

Technical bids received with the prescribed date and time will be opened in the presence (virtual presence allowed) of the authorised representatives of the firms bidding who choose to attend the opening of the offer on the date and time specified in this RFP document. The authorised representative of participating firms, attending the opening of bid, should bear the photo identification card and shall sign in the register for attendance. The representative has to submit an authority letter duly signed by the Firm, authorising him to represent and attend the proposal opening on behalf of the firm.

Weightage for various criteria for evaluation of technical bids would be as per **Exhibit IV**.

### **6.4 Commercial Quote:**

The commercial quotes are not required to be submitted at the stage of Technical proposal submission by the applicants. However, commercial quotations will be invited by the Bank only from the empanelled HR Consultant/s during the contract period based on Bank's requirements.

When called for, the commercial quotes should invariably be in Indian Rupee (INR).

**6.5 Other Terms:** The Bank shall make payment to the Consultants within 30 days of submission of undisputed bills, subject to billings as per the accepted terms of the work order on completion of work and satisfactory performance as certified by the Bank's authority. The Bank shall not pay any amount / expenses/charges/fees/travelling expenses/ boarding expenses etc. other than the fees as per the final price of the successful applicant at the time of financial bidding.

## **7. Bidding document**

### **7.1 Cost of Bidding**

The participating Bidders shall bear all costs associated with the preparation and submission of their Bids including but not limited to preparation, copying, postage, delivery fees, expenses associated with any demonstration or presentations which may be required by the Bank or any other costs incurred in connection with or relating to their Bid. The Bank shall not be liable in any manner whatsoever for the same or for any other costs or other expenses incurred by a Bidder regardless of the conduct or outcome of the bidding process.

Bidders to submit DD of Rs.10,000/- as cost of RFP along with their bid. The amount is non-refundable.

## **7.2 Content of Bidding Document**

(a) The RFP provides overview of the requirements, bidding procedures and contract terms. It includes Introduction, Instructions to Bidder, and Terms & Conditions of Contract, Eligibility Criteria and Technical Bid. The bidder must conduct its own investigation and analysis regarding any information contained in this RFP document, its meaning and impact of that information.

(b) The Bidder is expected to examine all instructions, statements, terms and specifications in the bidding document. Failure to furnish all information required by the bidding documents or submission of bid not responsive to the bidding documents in every respect will be at the Bidder's risk and may result in rejection of its bid. While SBI has made considerable effort to ensure that accurate information is contained in this RFP, however, the information is supplied solely as guidelines for Bidders. Furthermore, during the RFP process, SBI has disclosed or will disclose in the RFP and corrigendum/ addenda, available information relevant to the Scope of Work to the extent, detail, and accuracy allowed by prevailing circumstances. Nothing in this RFP or any addenda is intended to relieve Bidders from forming their own opinions and conclusions in respect of the matters addresses in this RFP or any addenda.

i. The Bid prepared by the Bidder, as well as all correspondences and documents relating to the Bid exchanged by the Bidder and the Bank and supporting documents and printed literature shall be submitted in English.

ii. The information and all the documents provided/submitted by the Bidders in response to this RFP will become the property of SBI and will not be returned to the bidders. Incomplete information in Bid document may lead to non-consideration of the proposal.

## **7.3 Clarifications & Amendments**

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

(b) The Bidder requiring any clarification of the RFP may obtain the same by submitting written queries through email ([dgm.cmd@sbi.co.in](mailto:dgm.cmd@sbi.co.in)) strictly in the format given in **Annexure-E**, on or before 14.09.2021 before 05.00 P.M. to

Deputy General Manager, Cadre Management Department, State Bank of India, Corporate Centre, PMD Department, 16<sup>th</sup> Floor, Madame Cama Road, Mumbai 400 021. SBI shall clarify all such queries in the pre-bid meeting or may choose to reply by e-mail to individual queries. However, it may be noted that non-receipt of reply to the queries raised by an interested entity shall not be accepted as a valid reason for non-submission of offer or delayed submission. Similarly, non-reply to any query may not be deemed as an acceptance of the issue by the Bank. Should SBI deem it necessary to amend the RFP as a result of a clarification or otherwise, it shall do so following the procedure under para below.

(c) A pre-Bid meeting will be held on the date and time specified in the schedule of events which may be attended only virtually (over MS Teams) 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.

The queries received (without identifying source of query) and response of the Bank thereof will be posted on the Bank's website and conveyed to the Bidders.

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

(f) Interested persons acting on the basis of this RFP for submission of their Bids are requested to provide their e-mail address to the Bank to enable the Bank to e-mail any subsequent amendment / modification to the RFP as also to share the link for virtual participation in Bid opening process. 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. It is vital that the interested bidders visit the Bank's website for ensuring that no corrigendum/addendum has been missed by them before finally submitting their bids.

(g) SBI reserves the right to amend, rescind or reissue the RFP, at any time prior to the deadline for submission of Bids. The Bank, for any reason, whether, on its own initiative or in response to a clarification requested by a prospective Bidder, may modify the bidding Document, by amendment which will be made available to the Bidders by way of corrigendum/addendum. The

interested parties/Bidders are advised to check the Bank's website regularly till the date of submission of Bid document specified in the schedule of events/email and ensure that clarifications / amendments issued by the Bank, if any, have been taken into consideration before submitting the Bid. Such amendments/clarifications, if any, issued by the Bank will be binding on the participating Bidders. Bank will not take any responsibility for any such omissions by the Bidder. SBI, at its own discretion, may extend the deadline for submission of Bids in order to allow prospective Bidders a reasonable time to prepare the Bid, for taking the amendment into account. SBI also reserves the right to rescind or reissue the RFP. Nothing in this RFP or any addenda/corrigenda or clarifications issued in connection thereto is intended to relieve Bidders from forming their own opinions and conclusions in respect of the matters addresses in this RFP or any addenda/corrigenda or clarifications issued in connection thereto.

(h) No request for change in terms and conditions, other than what has been mentioned in the RFP or any addenda/corrigenda or clarifications issued in connection thereto, will be entertained and queries in this regard, therefore will not be entertained.

(i) Queries received after the scheduled date and time will not be responded/acted upon.

## **8. Bidding process**

8.1 The technical bids shall be submitted in a sealed envelope, superscribed as "Technical Bid for Empanelment of HR Consultant Employee in the Bank"). All details with the relevant information / documents / acceptance of all terms and conditions strictly as described in this RFP will have to be submitted. Envelope containing the aforesaid Technical Bid will in turn, contain two separate sealed envelopes, one containing details of eligibility criteria as per **Annexure B & Annexure C** of the RFP (Superscribed as "Technical Bid - Eligibility Details") and other containing complete Technical Bid details as per **Annexure D** of the RFP (Superscribed as "Technical Bid – Detailed Bid"). The bidders are advised to write their name and contact details (Phone No., e-mail, Fax No. and Address on all the envelopes).

In the first stage, only the envelope containing "Technical Bid - Eligibility Details" will be opened and evaluated. Technical Bid-Detailed Bid of only those bidders satisfying eligibility criteria as evaluated above will then be opened for evaluation. Those satisfying all criteria as per technical requirements and agree to comply with all terms and conditions specified in this document may be invited for technical presentation to display their

capabilities, approach and methodology wherein they will be evaluated as per the technical evaluation criteria as per the RFP **Exhibit IV**. Such presentations are likely to be called within the time frame indicated in the bid details mentioned in Clause 1 and the Bank reserves the right to reject the bids of the bidders who fail to make the presentations as scheduled by the Bank.

**Bidders may please note:**

a. A soft copy (Word format) on a pen drive should also be kept in a separate envelope within the envelope of technical Bid. Voluminous documents should be submitted only on pen drive.

b. While submitting the Technical Bid, literature on the Services should be segregated and kept together in one section / lot in a separate envelope.

c. Care should be taken that the Technical Bid shall not contain any price information. Such proposal, if received, will be rejected.

d. The Bid document shall be complete in accordance with various clauses of the RFP document or any addenda/corrigenda or clarifications issued in connection thereto, duly signed by the authorized representative of the Bidder and stamped with the official stamp of the Bidder. Board resolution authorizing representative to Bid and make commitments on behalf of the Bidder is to be attached.

e. If deemed necessary, the Bank may seek clarifications on any aspect from the Bidder. However, that would not entitle the Bidder to change or cause any change in the substances of the Bid already submitted or the price quoted.

f. The Bidder may also be asked to give presentation for the purpose of clarification of the Bid.

g. The Bidder must provide specific and factual replies to the points raised in the RFP.

h. The Bid shall be typed or written in indelible ink and shall be signed by the Bidder or a person or persons duly authorized to bind the Bidder to the Contract.

i. All the enclosures (Bid submission) shall be serially numbered with rubber stamp of the participating Bidder. The person or persons signing the Bids shall initial all pages of the Bids, except for un-amended printed literature.

j. Any inter-lineation, erasures or overwriting shall be valid only if these are initialled by the person signing the Bids.

k. The Bid document shall be spirally bound.

l. The Bank reserves the right to reject Bids not conforming to above.

m. All the envelopes shall be addressed to the Bank and deliver at the address given in this RFP and should have name and address of the Bidder on the cover.

n. If the envelope is not sealed and marked, the Bank will assume no responsibility for the Bid's misplacement or its premature opening.

o. Bank's decision on opening and further processing of bids irrespective of minimum number of bids received in the bids, will be final and binding.

## **9. Preparation and Submission of Bids**

9.1 The bids prepared by the bidder and all correspondence and documents relating to bids exchanged by the bidder and the Bank must be written in English.

9.2 Bidder must provide individual and factual replies to specific questions asked in the RFP. An indicative Checklist of Documents to be submitted as part of Response is given in **Annexure J**. Documents submitted should be complete in all respects as detailed in this RFP

### **9.3 Technical bid**

Technical Bid should comprise of two separate sealed envelopes, one containing details of eligibility criteria as per **Annexure B & Annexure C** of the RFP (Superscribed as "Technical Bid - Eligibility Details") and other containing complete Technical Bid details as per **Annexure D** of the RFP (Superscribed as "Technical Bid – Detailed Bid"), in hard as well as soft copy (word format in pen drive). These two envelopes should be placed in a single sealed envelope super scribed as "Technical bid for Empanelment of HR consultants in State Bank of India".

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

i. A letter on Bidder's letterhead mentioning Inter-alia (**Annexure A**)



a) Certifying that the period of the validity of the bid is 180 days from the last date of submission of bid;

ii. **Annexure B & Annexure C** along with the supporting documents in respect of Eligibility Criteria as mentioned therein;

iii. Bidders details as per **Annexure C** on Bidder's letter head;

iv. Audited balance sheets and profit and loss account statement for last 3 years or a certificate of Chartered Accountant stating bidders turnover, other desired financials.

v. A copy of board resolution or power of attorney showing that the signatory has been duly authorized to sign the tender document.

vi. Earnest Money Deposit (EMD):

a. The Bidder shall furnish, as part of its bid, an EMD of Rs. 3,00,000/- (Rupees Three 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**.

b. No interest will be paid on EMD amount.

c. The EMD is required to protect the Bank against the risk of Bidder's conduct, which would warrant the EMD's forfeiture.

d. The EMD shall be denominated in Indian Rupees and shall be in the form of a Pay Order / Demand Draft, issued by a Scheduled Commercial Bank in India, drawn in favour of State Bank of India payable at Mumbai and valid for a period of 90 days.

e. Any Bid not secured, as above, will be rejected by the Bank, as non-responsive.

f. The EMD of the unsuccessful Bidders shall be returned as early as possible, on completion of selection process and necessary approvals.

g. The successful bidder's EMD will be discharged upon the Bidder signing the Contract.

h. EMD may be forfeited:

(i) if a Bidder withdraws his bid during the period of bid validity specified in this RFP; or

(ii) if a Bidder makes any statement or encloses any form which turns out to be false / incorrect at any time prior to signing of Contract; or

(iii) in the case of successful Bidder, if the Bidder fails:

- a. to sign the Contract within the time specified by the Bank;  
or
- b. to furnish Performance Bank Guarantee within the time specified in this RFP.

vii. A brief description of the Bidder's organization and in the case of a consortium/ joint venture, of each partner. Details of experience of assignments which are similar to the proposed assignment / job as per the terms of reference. The required data to be submitted in format as in **Exhibit – I**. Information should be provided only for those Assignment/jobs for which the Bidder was legally contracted as a corporation or as one of the major firms within a joint venture. Assignment/jobs completed by individual Professional staff working privately or through other consulting firms cannot be claimed as the experience of the Bidder, or that of the Bidder's associates, but can be claimed by the Professional staff themselves in their CVs. Bidders should be prepared to substantiate the claimed experience along with the proposal and must submit letter of award / copy of contract for all the assignments mentioned in the proposal.

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

ix. Data on Team Composition and Task assignments as per **Exhibit II** along with Curriculum Vitae (CV) of the proposed technical staff as per **Exhibit III**.

x. Comments and suggestions on the RFP including workable suggestions that could improve the quality/ effectiveness of the assignment/job may be made before the submission of the bids. SBI reserves the right to accept / reject the suggestions made by the Bidders. The requirements for staff and facilities including administrative support, office space, equipment, data, etc. to be provided by SBI to be clearly specified.

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

#### **9.4 Pre-Bid Meeting**

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

It is vital that the interested bidders visit the Bank's website for ensuring that no corrigendum/addendum has been missed by them before finally submitting their bids.

### **9.5 Bid Integrity**

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

### **9.6 Format and Signing of Bid**

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

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

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

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

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

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

## **9.7 Last date of receipt of bids**

The bid should be addressed to The Deputy General Manager (CMD) at following address up to the time and date mentioned in Clause 1 (Bid details):

Deputy General Manager (CMD)  
Cadre Management Department  
State Bank of India,  
Corporate Centre  
16th Floor, State Bank Bhavan,  
Madame Cama Road  
Mumbai 400 021  
Phone: 022-22741630  
Fax: 022- 22742631

In the event of the target date for the receipt of bids being declared as holiday for the Bank, the bids will be received till the target time on the next working day. The bank may at its discretion extend the bid submission date. The modified target date & time will be notified on the web site of the Bank.

## **9.8 Late Submission of bids**

Any bid received by the Bank after target date and time prescribed at Bid details will be rejected and /or returned unopened to the bidder at his risk and responsibility.

## **9.10 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.

## **10. Opening and Evaluation of Bids**

### **10.1 Opening of Technical Bid**

All the Bids will be opened at the date, time & locations mentioned under the clause 1 Bid Details. The technical bids will be opened in the presence of representatives of the bidders who choose to attend. Bids will be opened even in the absence of representatives of bidders as scheduled.

### **10.2 Evaluation Process**

#### **10.2.1 Preliminary examination**

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

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

- 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.
- The Bank's determination of a Bid's responsiveness will be based on the contents of the Bid itself, without recourse to extrinsic evidence.
- 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.

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

#### **10.2.2 Technical Evaluation Process**

Technical evaluation of only those bids will be carried out which are prima facie found to be responsive and where all the required papers and EMD, Affidavits etc. have been furnished. Before technical evaluation, the bank will

examine the bids to determine whether they are complete, whether any computational errors have been made, whether required information have been provided as underlined in the bid document, whether the documents have been properly signed, and whether bids are generally in order. The bank will reject the bid determined as not substantially responsive.

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. Bidders satisfying eligibility criteria and agreeing to comply with all terms and conditions specified in this document may be invited for technical presentation to display their capabilities, approach and methodology.

Criteria, sub-criteria and point system for technical evaluation to be followed are as provided under **Exhibit IV**.

Only those bids meeting the eligibility criteria and having complied with the points of Technical Bid as per **Exhibit IV** shall be considered qualified for the evaluation.

**Contacting the Bank:** i. No Bidder shall contact the Bank on any matter relating to its Bid, from the time of opening of Bid to the time, the empanelment is awarded.

ii. Any effort by a Bidder to influence the Bank in its decisions on Bid evaluation, Bid comparison or contract award may result in the rejection of the Bidder's Bid.

## **11. Award & Signing of contract**

11.1 SBI will notify successful Bidders in writing by letter in duplicate or fax that its bid has been accepted. The Selected bidders have to return the duplicate copy to the Bank within 7 working days duly Accepted, Stamped and Signed by Authorized Signatory in token of acceptance.

11.2 The successful bidder shall be required to enter into a Contract/ Service Level Agreement (SLA) [**Annexure-K**] with the Bank, within 7 days of acceptance of the award of empanelment 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) (BG would require to be given at the time of awarding of work order) strictly on the lines of format given in **Annexure F & H**, 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. Further, in the

event of award of work-project, the Consultant shall be required to enter into a Contract/ **Service Level Agreement for the Work-Project (Annexure-L)**.

11.3 Copy of board resolution or power of attorney showing that the signatory has been duly authorized to sign the acceptance letter, contract and NDA should be submitted.

11.4 The Contract will be based on the RFP terms and such other terms and conditions accepted by the Bank from the bidder's offer document with all relevant enclosures, modifications accepted by the Bank out of negotiation /clarifications etc. and will include SLA, project plan - phases & milestones and schedule, copies of all necessary documents, licenses, certifications etc. Subject to the modifications or amendments accepted by the Bank, this RFP itself shall also form part of the contract with the successful bidder.

11.5 The Bank reserves the right to stipulate, at the time of finalization of the contract, any other document(s) to be enclosed as a part of the final contract.

11.6 SBI and the selected bidder shall finalise the terms of contract to be executed through mutual discussions but as this is the scope of this RFP, SBI shall have the right not to enter into the Contract with the Bidder if the Bidder is unable to abide by the terms & conditions considered to be essential by the Bank or provide the Professional staff assured in the Technical Proposal. In such an eventuality SBI reserves the right to reject the proposal and consider the next best respondent.

11.7 SBI will not consider substitution of professional staff during contract period 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 organization. Any proposed substitute shall have equivalent or better qualifications and experience than the original candidate and be submitted by the Consultant within the period of time specified by the Bank and to the full satisfaction of the Bank.

11.8. Failure of the successful Bidder/s 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 as well as blacklisting/ debarment of the bidder from any of the Bank's future RFP/Tenders

11.9 Upon notification of award to the successful Bidder/s, the Bank will promptly notify the award of empanelment to the successful Bidder/s on the

Bank's website. The EMD of each unsuccessful Bidder will be discharged and returned.

## **12. Disclaimer**

The purpose of this RFP document is to provide the Bidder(s) with information to assist the formulation of their Proposals. This RFP document does not purport to contain all the information that a Bidder may require. This RFP document may not be complete in all respects, and it is not possible for the Bank and their employees to consider the business / investment objectives, financial situation and particular needs of each Bidder, who reads or uses this RFP document. Each Bidder should conduct their own investigations and analysis and should check the accuracy, reliability and completeness of the information in this RFP document and wherever necessary they should obtain independent advice from appropriate sources. The Bank and its employees make no representation or warranty and shall incur no liability under any law, statute, rules or regulations as to the accuracy, reliability or completeness of the RFP document. The Bank may, in their absolute discretion, but without being under any obligation to do so, update, amend or supplement the information in this RFP document.

12.2 This RFP is not an offer by the Bank, but an invitation for responses to the issues pertaining to Consultancy Service by SBI as contained in clause 5 of this document. No contractual obligation on behalf of the Bank, whatsoever, shall arise from the RFP process unless and until a formal Contract is signed and executed by duly authorized officers of the Bank and the finally selected Bidder.

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

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



12.5 The Bank reserves the right at the time of award of contract to increase or decrease, the scope of work or other terms and conditions.

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

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

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

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

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

13.1 The Consultant would be required to submit a Performance Bank Guarantee to the Bank for an amount equivalent to 10 % of the Project Cost within 14 days from the date of awarding the work order. The BG will be valid for period of 180 days and such other extended period as the Bank may decide for due fulfillment of the project obligations.

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

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

#### **14. Conflict of Interest**

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

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

(a) **Conflicting Assignment/ Job:** A bidder (including its Personnel and Sub-Consultants) or any of its affiliates shall not be hired for any Assignment/ Job that, by its nature, may be in conflict with another Assignment/ Job of the Consultant / it's Personnel to be executed for the same and/or for another Entity / Employer during the currency of the assignment.

(b) **Conflicting Relationships :** A bidder (including its Personnel) that has a material business or close family relationship with a member of SBI's staff who is directly or indirectly involved in any part of (i) the preparation of the Terms of Reference of the Assignment/job, (ii) the selection process for such Assignment/job, or (iii) supervision of the Contract, shall not be awarded a Contract, unless the conflict stemming from this relationship has been resolved in a manner acceptable to SBI throughout the selection process and the execution of the Contract. The respondent to RFP is expected to provide complete details of SBI staff associated with the consultant in any manner whatsoever. In case the information is Nil, explicit mention should be made in this regard.

14.3 Bidder 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 fails to disclose said situations and if SBI comes to know about any such situation at any time, it may lead to the disqualification of the Bidder during bidding process or the termination of its Contract during execution of assignment.

#### **15. Patent Rights/ Intellectual Property Rights (IPR)**

15.1 For any licensed material used by the Consultant for performing services or developing tools for the Bank, the consultant should have right as well right to license for the outsourced services or third party. Any license or Intellectual Property Right (IPR) violation on the part of Consultant / Sub

Consultant should not put the Bank at risk. The Bank reserves the right to audit the license usage of the consultant.

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

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

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

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

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

15.7. Without the Bank's prior written approval, Consultant will not, in performing the Services, use or incorporate, link to or call or depend in any way upon, any software or other intellectual property that is subject to an Open Source or Copy-left license or any other agreement that may give rise to any third-party claims or to limit the Bank's rights under this RFP.

15.8. Consultant agrees that the Bank owns the entire right, title and interest to any inventions, designs, discoveries, writings and works of authorship, including all intellectual property rights, copyrights. Any work made under this RFP shall be deemed to be 'work made for hire' under any Indian/U.S. or any other applicable copyright laws.

15.9. The Intellectual Property Rights on the software code, copyright and source code for various applications/ interfaces developed under this RFP, and any other component/ framework/ middleware used/ developed as pre-built software assets to deliver the solution, shall belong to the Bank and the Bank shall have complete and unrestricted rights on such property. However, Consultant shall hold All Intellectual Property rights in any pre-built software per se, except for those which have been assigned under this RFP.

15.10 All information processed by Consultant during software maintenance belongs to the Bank. Consultant shall not acquire any other right in respect of the information for the license to the rights owned by the Bank. Consultant will implement mutually agreed controls to protect the information. Consultant also agrees that it will protect the information appropriately.

## **16. Powers to Vary or Omit Work**

16.1 No suspensions of the work under the contract shall be made by the successful bidder except as directed in writing by the Bank. The Bank shall have full powers, subject to the provision herein after contained, from time to time during the execution of the contract, by notice in writing to instruct the successful bidder to make any variation without prejudice to the contract. The finally selected bidders shall carry out such variation and be bound by the same conditions as far as applicable as though the said variations occurred in the contract documents. If any suggested variations would, in the opinion of the finally selected bidders, if carried out, prevent him from fulfilling any of his obligations under the contract, he shall notify Bank thereof in writing with reasons for holding such opinion and Bank shall instruct the successful bidder to make such other modified variation without prejudice to the contract. If Bank confirms its instructions, the successful bidder's obligations shall be modified to such an extent as may be mutually agreed. If such variation is substantial and involves considerable extra cost, the agreed difference in cost occasioned by such variation shall be added to or deducted from the contract price as the case may be.

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

16.3 If any change in the work is likely to result in reduction in cost, the parties shall agree in writing so as to the extent of change in contract price,

before the finally selected bidder(s) proceeds with the change. In all the above cases, in the event of a disagreement as to the reasonableness of the said sum, the decision of Bank shall prevail.

#### **17. No Waiver of Bank Rights or Successful Bidder's Liability**

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

#### **18. Inspection, Quality Control and Audit**

18.1 The Bank may, at its discretion, get the services & deliverables of the finally selected bidder inspected/ audited by its internal/ external inspectors/ auditors. The finally selected bidder shall facilitate the same.

18.2 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 consultant / Testing agency entrusted by the Bank to carry out this work.

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

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

Nothing stated hereinabove shall in any way release the consultant from any warranty or other obligations under this contract.

**Fraud & Corrupt Practices:** i. 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. Bidders are obliged to Suo-moto proactively declare any conflicts of interest (pre-existing or as and as soon as these arise at any stage) in RFP process or execution of contract. Failure to do so would amount to violation.

ii. Without prejudice to the rights of the Bank under Clause 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.

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

(a) **“corrupt practice” means** (i) the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence the actions of any person connected with the bidding Process (for avoidance of doubt, offering of employment to or employing or engaging in any manner whatsoever, directly or indirectly, any official of the Bank who is or has been associated in any manner, directly or indirectly with the bidding Process or the Letter of Authority or has dealt with matters concerning the 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;

(b) “**Fraudulent practice**” means any omission or misrepresentation that may mislead or attempt to mislead so that financial or other benefits may be obtained or an obligation avoided. This includes making false declaration or providing false information for participation in a RFP process or to secure a contract or in execution of the contract;

(c) “**Coercive practice**” means impairing or harming or threatening to impair or harm, directly or indirectly, any person or property to influence any person’s participation or action in the bidding Process;

(d) “**Undesirable practice**” means (i) establishing contact with any person connected with or employed or engaged by the Bank with the objective of canvassing, lobbying or in any manner influencing or attempting to influence the bidding Process; or (ii) having a Conflict of Interest; and

(e) “**Restrictive practice**”/ “**Anti-competitive practice**” means any collusion, bid rigging or anti-competitive arrangement, or any other practice coming under the purview of the Competition Act, 2002, between two or more bidders, with or without the knowledge of the Bank, that may impair the transparency, fairness and the progress of the procurement process or to establish bid prices at artificial, non-competitive levels;

f) “**Obstructive practice**” means materially impede the Bank’s or Government agencies investigation into allegations of one or more of the above mentioned prohibited practices either by deliberately destroying, falsifying, altering; or by concealing of evidence material to the investigation; or by making false statements to investigators and/or by threatening, harassing or intimidating any party to prevent it from disclosing its knowledge of matters relevant to the investigation or from pursuing the investigation; or by impeding the Bank’s rights of audit or access to information;

g) **Debarment/Banning**

Engagement/participation of Bidders and their eligibility to participate in the Bank’s procurements is subject to compliance of ethical practices and performance in contracts as per terms and conditions of contracts. Following grades of debarment from

engagement/participation in the Bank's procurement process shall be considered against delinquent Vendors/Bidders:

**h) Holiday Listing (Temporary Debarment - suspension):**

Whenever a Vendor is found lacking in performance, in case of less frequent and less serious misdemeanors, the vendors may be put on a holiday listing (temporary debarment) for a period upto 12 (twelve) months. When a Vendor is on the holiday listing, he is neither invited to bid nor are his bids considered for evaluation during the period of the holiday. The Vendor is, however, not removed from the list of empaneled vendors, if any. Performance issues which may justify holiday listing of the Vendor are:

- Vendors who have not responded to requests for quotation/tenders consecutively three times without furnishing valid reasons, if mandated in the empanelment contract (if applicable);
- Repeated non-performance or performance below specified standards (including after sales services and maintenance services etc.);
- Vendors undergoing process for removal from empanelment/participation in procurement process or banning/debarment may also be put on a holiday listing during such proceedings.

**i) Debarment from participation including removal from empanelled list**  
Debarment of a delinquent Vendor (including their related entities) for a period (one to two years) from the Bank's procurements including removal from empanelment, wherever such Vendor is empanelled, due to severe deficiencies in performance or other serious transgressions. Reasons which may justify debarment and/or removal of the Vendor from the list of empanelled vendors are:

- Without prejudice to the rights of the Bank under Clause 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 of debarment.



- Vendor fails to abide by the terms and conditions or to maintain the required technical/operational staff/equipment or there is change in its production/service line affecting its performance adversely, or fails to cooperate or qualify in the review for empanelment;
- If Vendor ceases to exist or ceases to operate in the category of requirements for which it is empanelled;
- Bankruptcy or insolvency on the part of the vendor as declared by a court of law; or • Banning by Ministry/Department or any other Government agency;
- Other than in situations of force majeure, technically qualified Bidder withdraws from the procurement process or after being declared as successful bidder: (i) withdraws from the process; (ii) fails to enter into a Contract; or (iii) fails to provide performance guarantee or any other document or security required in terms of the RFP documents;
- If the Central Bureau of Investigation/CVC/C&AG or Vigilance Department of the Bank or any other investigating agency recommends such a course in respect of a case under investigation;
- Employs a Government servant or the Bank's Officer within two years of his retirement, who has had business dealings with him/her in an official capacity before retirement; or
- Any other ground, based on which the Bank considers, that continuation of Contract is not in public interest.
- If there is strong justification for believing that the partners/directors/proprietor/agents of the firm/company has been guilty of violation of the code of integrity or Integrity Pact (wherever applicable), evasion or habitual default in payment of any tax levied by law; etc.

**j) Banning from Ministry/Country-wide procurements**

For serious transgression, a delinquent Vendor (including their related entities) may be banned/debarred from participation in a procurement process of the Bank including procurement process of any procuring entity of Government of India for a period not exceeding three years commencing from the date of debarment.

## **19. Termination of Contract**

19.1 The Bank alone shall have the right to terminate the contract with the Consultant at any time during the contract period, by giving a written notice of at least 30 days, including but not limited to the following reasons:

- a) Laxity in following security standards laid down by the Bank
- b) Excessive delay (over 2 weeks) in execution of orders placed by the Bank
- c) Discrepancies / deviations in the agreed processes
- d) Violation of terms & conditions stipulated in this RFP/ Contract

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

## **20. Delays in the Consultant's performance in successful implementation of the project**

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

## **21. Liquidated Damages**

If consultant fails to perform services within stipulated time schedule, the Bank shall, without prejudice to its other remedies under the contract, deduct from the contract price, as liquidated damages, a sum equivalent to 5% of the total project cost for delay of each week or part thereof maximum up to 12% of contract price (as mentioned in SLA for Work-Project). Once the maximum is reached, SBI may consider termination of Contract pursuant to the conditions of contract.

## **22. Termination for Default**

22.1 SBI may, without prejudice to any other remedy for breach of contract, by written notice of default sent to the Consultant, terminate the contract in whole or part: if the Consultant fails to deliver any or all of the services within the period(s) specified in the Contract, or within any extension thereof granted by the Bank pursuant to conditions of contract or if the Consultant fails to perform any other obligation(s) under the Contract.

22.2 In the event SBI terminates the Contract in whole or in part, SBI may procure, upon such terms and in such manner, as it deems appropriate, systems or services similar to those not delivered by the consultant and the Consultant shall be liable to Bank for any excess costs for such similar systems or services.

### **23. Force Majeure**

23.1 Any failure or delay by consultant or Bank in performance of its obligation, to the extent due to any failure or delay caused by fire, flood, earthquake or similar elements of nature, or acts of God, war, terrorism, riots, civil disorders, rebellions or revolutions, acts of government authorities or other events beyond the reasonable control of non-performing Party i.e. a Force Majeure event is not a default or a ground for termination.

23.2 If Force Majeure event arises the Consultant shall promptly notify Bank in writing of such conditions and the cause thereof. Unless otherwise agreed by SBI in writing, the Consultant shall continue to perform its obligations under the contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.

### **24. Termination for Insolvency**

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

### **25. Termination for Convenience:**

i. The Bank, by written notice of not less than 60 (sixty) days, may terminate the Contract, in whole or in part, for its convenience.

ii. In the event of termination of the Agreement for the Bank's convenience, Service Provider shall be entitled to receive payment for the Services rendered (delivered) up to the effective date of termination.

### **26. Dispute Settlement**

25.1 All disputes or differences whatsoever arising between the parties out of or in connection with RFP and the Contract or in discharge of any

obligation arising out of this RFP and the Contract (whether during the progress of work or after completion of such work and whether before or after the termination of the contract, abandonment or breach of the contract), shall be settled amicably. If however, the parties are not able to solve them amicably within 60 (Sixty) days after dispute occurs, as evidenced through the first written communication from any Party notifying the other regarding the disputes, the same shall be referred to and be subject to the jurisdiction of competent civil courts of Mumbai only

### **27. Governing language**

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

### **28. Governing Law & Jurisdiction**

This RFP and the ensuing Contract shall be interpreted in accordance with the laws of India.

### **29. 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 (CMD)  
Cadre Management Department  
State Bank of India,  
Corporate Centre  
16<sup>th</sup> Floor, State Bank Bhavan,  
Madame Cama Road  
Mumbai 400 021  
Phone: 022-22741630  
Fax: 022- 22742631

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

### **30. Taxes and Duties**

The Consultant shall be entirely responsible for all taxes, duties, license fees, road permits, other taxes, etc, incurred until delivery of the deliverables/solution to SBI.

### **Tax deduction at Source:**

i. 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.

ii. 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.

### **31. Consultant's Obligation**

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

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

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

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

31.5 The consultant alone shall be responsible for all or any of the service conditions of its personnel / employees engaged in connection with consultancy services.

31.6 The personnel / employees of the Consultant shall not be entitled to claim any employment or absorption in the Bank's service.

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

## **32. Services**

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

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

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

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

## **33. Terms & Conditions**

33.1 Any Bid not containing sufficient information, in the opinion of SBI may be rejected.

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

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

33.4 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 Bidders before the last date for submission of response under this RFP. The Bidders should be agreeable for the same.

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

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

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

- i. Services Contemplated are no longer required,
- ii. Scope of work were not adequately or clearly defined due to unforeseen circumstance and/or factors and/or new developments,

- iii. Proposed prices are unacceptable to the Work,
- iv. The Project is not in the best interest of SBI,
- v. Any other reason, which is the sole opinion of the Bank a ground for cancellation of the RFP.

33.8 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.

33.9 SBI reserves the right to re-negotiate the consultancy fee for a project in the event of changes in the market conditions and/or technology etc.

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

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

33.12 Consultant should carry out any change necessitated by the Bank to the Scope of Work and Deliverables.

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

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

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

### **34. EXEMPTION OF EMD AND TENDER FEE:**

Micro & Small Enterprises (MSE) units and Start-ups\* are exempted from payment of EMD and tender fee provided the Services they are offering, are rendered by them. Exemption as stated above is not applicable for providing services, rendered by other companies.

Bidder should submit supporting documents issued by competent Govt. bodies to become eligible for the above exemption.

#### **Bidders may please note:**

- i. NSIC certificate/ Udyog Aadhar Memorandum/ Udyam Registration Certificate should cover the items tendered to get EMD/tender fee exemptions. Certificate/ Memorandum should be valid as on due date / extended due date for Bid submission.
- ii. "Start-up" company should enclose the valid Certificate of Recognition issued by Department for Promotion of Industry and Internal Trade (DPIIT), (erstwhile Department of Industrial Policy and Promotion), Ministry of Commerce & Industry, Govt. of India with the technical bid.
- iii. \*Start-ups which are not under the category of MSE shall not be eligible for exemption of tender fee.
- iv. Bidder who solely on its own, fulfils each eligibility criteria condition as per the RFP terms and conditions and who are having MSE or Start-up company status, can claim exemption for EMD/ tender fee.
- v. If all these conditions are not fulfilled or supporting documents are not submitted with the technical Bid, then all those Bids without tender fees /EMD will be summarily rejected and no queries will be entertained.



## **Annexure – A: Bid covering letter**

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

**To,**

Deputy General Manager (Cadre Management)  
Cadre Management Department  
State Bank of India,  
Corporate Centre  
16<sup>th</sup> Floor, State Bank Bhavan,  
Madame Cama Road  
Mumbai 400 021  
Phone: 022-22741630  
Fax: 022- 22742631

Sir,

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

In respect of your RFP mentioned above, we submit our Bid Document herewith. As desired in the RFP, we are submitting our bids in one envelope, superscribed as "Technical Bid for empanelment of HR Consultants in State Bank of India". All details furnished herein are with the relevant information / documents / acceptance of all terms and conditions are strictly as described in this RFP. Envelope containing Technical Bid, contains two separate sealed envelopes, one containing details of eligibility criteria as per Annexure B & Annexure C of the RFP (Superscribed as "Technical Bid - Eligibility Details") and other containing complete Technical Bid details as per Annexure D of the RFP (Superscribed as "Technical Bid – Detailed Bid") along with Pen Drive containing a soft copy of the above details.

**2. While submitting this Bid, we certify that:**

- The undersigned is authorized to sign on behalf of the Bidder and the necessary support document delegating this authority is enclosed to this letter.
- We declare that we are not in contravention of conflict of interest obligation mentioned in this RFP.
- Indicative prices submitted by us have been arrived at without agreement with any other Bidder of this RFP for the purpose of restricting competition.
- We have not induced or attempted to induce any other Bidder to submit or not to submit a Bid for restricting competition.

- We have quoted for all the services/items mentioned in this RFP in our indicative price Bid.

3. Furthermore:

- i. We undertake that, in competing for (and, if the award is made to us, in executing) the above contract, we will strictly observe the laws against fraud and corruption in force in India namely "Prevention of Corruption Act 1988".
- ii. We undertake that we 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 Bank, 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.
- iii. We undertake that we will not resort to canvassing with any official of the Bank, connected directly or indirectly with the bidding process to derive any undue advantage. We also understand that any violation in this regard, will result in disqualification of bidder from further bidding process.
- iv. It is further certified that the contents of our Bid are factually correct. We have not sought any deviation to the terms and conditions of the RFP. We also accept that in the event of any information / data / particulars proving to be incorrect, the Bank will have right to disqualify us from the RFP without prejudice to any other rights available to the Bank.
- v. We certify that while submitting our Bid document, we have not made any changes in the contents of the RFP document, read with its amendments/clarifications provided by the Bank.
- vi. We agree to abide by all the RFP terms and conditions, contents of Service Level Agreement as per template available at **Annexure K and Annexure L** of this RFP and the rates quoted therein for the orders awarded by the Bank up to the period prescribed in the RFP, which shall remain binding upon us.
- vii. Till execution of a formal contract, the RFP, along with the Bank's notification of award by way of issuance of purchase order and our acceptance thereof, would be binding contractual obligation on the Bank and us.
- viii. We hereby certify that our name does not appear in any "Caution" list of RBI / IBA or any other regulatory body for outsourcing activity.

ix. We hereby certify that on the date of submission of Bid for this RFP, we do not have any past/ present litigation which adversely affect our participation in this RFP or we are not under any debarment/blacklist period for breach of contract/fraud/corrupt practices by any Scheduled Commercial Bank/ Public Sector Undertaking/ State or Central Government or their agencies/departments.

We further certify that we have not been disqualified/ debarred/ terminated on account of poor or unsatisfactory performance and/or blacklisted by any Scheduled Commercial Bank/ Public Sector Undertaking/ State or Central Government or their agencies/departments at any time, during the last 3 years.

- x. We hereby certify that on the date of submission of Bid, we do not have any Service Level Agreement pending to be signed with the Bank for more than 6 months from the date of issue of purchase order.
- xi. We hereby certify that we have read the clauses contained in O.M. No. 6/18/2019-PPD, dated 23.07.2020 order (Public Procurement No. 1), order (Public Procurement No. 2) dated 23.07.2020 and order (Public Procurement No. 3) dated 24.07.2020 regarding restrictions on procurement from a bidder of a country which shares a land border with India. We further certify that we are not from such a country or if from a country, has been registered with competent authority. We certify that we fulfill all the requirements in this regard and is eligible to participate in this RFP.
- xii. 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 and we shall be solely responsible for the due performance of the contract.
- xiii. We, further, hereby undertake and agree to abide by all the terms and conditions stipulated by the Bank in the RFP document.

Dated this ..... day of ..... 2021

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Name)

(In the capacity of)

Duly authorised to sign Bid for and on behalf of

\_\_\_\_\_  
**Seal of the company.**

## Annexure B: Eligibility Criteria

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

Sr. No.	Eligibility Criteria	Documents to be submitted
1	Should be a professional Management Consulting Company / firm of international repute / standing HR consulting company. (The team exclusively assigned to the project allotted should consist of sufficient number of persons not less than 3 persons of requisite caliber)	A write up about the company / firm, its standing and past work done. (Not exceeding 2 pages) Copy of the Certificate of Incorporation/ Registration Certificate or any other valid certificates issued by Registrar of Companies / firms and full address of the registered office
2	The bidder should be in existence for a minimum period of 5 years* in India.	Registration/Incorporation Certificate or any other valid documents as proof
3	The bidder must have a minimum annual turnover in India, of Rs. 5 Crore* in the past two years	Copy of the audited Balance Sheet and / or Certificate of the Chartered Accountant for preceding two years
4	The bidder should have relevant experience of recruiting manpower in India for Junior/ Senior Management/ Executive Level positions in BFSI Sector/PSU Organizations /Govt. for a minimum period of 3 years.	Letters from clients/ Copy of engagement letters/ contracts
5	The Bidder should have an experience of minimum 3 years* in the field of assisting recruitments (in India) for large organizations with employee strength of minimum 10000 and/ or annual turnover of at least Rs.700 Cr.	Letters from clients/ Copy of engagement letters/ contracts
6	Bidders should not be under debarment/blacklist period for breach of contract/fraud/corrupt practices by any Scheduled Commercial Bank/ Public Sector Undertaking / State or Central Government or their agencies/ departments on the date of submission of bid for this RFP.  Bidder should also not have been disqualified/ debarred/ terminated on account of poor or unsatisfactory performance and/or blacklisted by any Scheduled Commercial Bank/ Public Sector Undertaking/ State or Central Government or their agencies/departments, at any time, during the last 3 years.	Self-declaration as per Annexure-A

7	All bidders are required to submit an earnest bid money amount (EMD) of Indian Rupees Three 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, Corporate Centre payable at Mumbai.
8	Bid Fee of Rs. 10,000/-	Pay Order / Demand Draft, issued by a Scheduled Commercial Bank in India, drawn in favour of State Bank of India, Corporate Centre payable at Mumbai.
9	Past/present litigations, disputes, if any (Adverse litigations could result in disqualification, at the sole discretion of the Bank)	Brief details of litigations, disputes related to services being procured under this RFP or infringement of any third party Intellectual Property Rights by prospective Bidder or disputes among Bidder's board of directors, liquidation, bankruptcy, insolvency cases or cases for debarment/blacklisting for breach of contract/fraud/corrupt practices by any Scheduled Commercial Bank/ Public Sector Undertaking / State or Central Government or their agencies/ departments or any such similar cases, if any are to be given on Company's letter head.
10	The Bidder must comply with the requirements contained in O.M. No. 6/18/2019-PPD, dated 23.07.2020 order (Public Procurement No. 1), order (Public Procurement No. 2) dated 23.07.2020 and order (Public Procurement No. 3) dated 24.07.2020.	Self-declaration as per Annexure-A

\* Micro and small Enterprises (MSE) registered under the MSMED Act 2006 and Start Ups will be eligible for concession as per Government of India guidelines.

Authorised Signatory

Seal of Company

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

## **Annexure C: Bidder Details**

### Details of the Bidder

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

### Signature and Seal of Bidder

### 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 like set-up, size, turnover and earnings from consultancy services, experience in HR related projects including employee engagement survey etc.	
2.	Presence in India since	
3.	Headquarters	
4.	Size of Organization	
5.	Organizational structure and how it is geared to facilitate recruitment of quality talents for SBI	
6.	Measurable results that you have achieved for BFSI Sector/PSU Organizations /Govt. (Please provide verified data)	
7.	List of major clients and length of relationships	
8.	Have you been helping in the end-to-end recruitment process for hiring of manpower in the Banking Sector and Public Sector Banks in particular? If yes, please specify separately.	
9.	Do you have any special expertise in assisting for recruitment of IT professionals in Junior/ Senior/ Executive level positions for BFSI Sector/PSU Organizations /Govt.?	
10.	What is the in-house expertise you have in understanding banking/ State Bank of India better?	
11.	How will you ensure consistent quality of recruiting quality talent for SBI?	
12.	How will you help setting the relevant, measurable and result oriented Key Responsibility Areas (KRAs) for a position?	
13.	How will you judge the effectiveness of Psychometric/ integrity Test in identification of suitable candidates?	
14.	How will you survey the compensation to peer positions in the market?	
15.	What assistance in finalization of compensation structure for the finalist candidate you can provide?	

SIGNATURES

## Annexure E: Pre-Bid Query Format

(To be provided strictly in Excel format)

<b>Applicant's name</b>	<b>S No.</b>	<b>RFP Page No.</b>	<b>RFP Clause No.</b>	<b>Existing Clause</b>	<b>Query/ Suggestion</b>



## **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 Madame Cama Road, Mumbai through its Cadre Management Department (herein referred to as Bank which expression includes its successors and assigns) of the ONE PART;

And

\_\_\_\_\_ (hereinafter referred to as "Consultant" which expression shall unless repugnant to the subject or context thereof, shall mean and include its successors and permitted assigns) of the OTHER PART;

The Bank and the Consultant are herein after individually referred to as "party" and collectively as 'parties'.

And Whereas

1. Consultant\_\_\_\_\_ is carrying on the business of providing HR consultancy services, has agreed to provide service on HR initiatives and implementation thereon.

2. For the purpose of advancing their business relationship, the parties would need to disclose certain valuable confidential information to each other. Therefore, in consideration of covenants and agreements contained herein for the mutual disclosure of confidential information to each other, and intending to be legally bound, the parties agree to terms and conditions as set out hereunder.

NOW IT IS HEREBY AGREED BY AND BETWEEN THE PARTIES AS UNDER

1. Confidential Information and Confidential Materials:

1.1 "Confidential Information" means non-public information that Disclosing Party designates as being confidential or which, under the circumstances surrounding disclosure ought to be treated as confidential or any other information, categorized herein as confidential information. "Confidential Information" includes, without limitation, information relating to installed or

purchased Disclosing Party material or hardware products, the information relating to general architecture of Disclosing Party's network, information relating to nature and content of data stored within network or in any other storage media, Disclosing Party's business policies, practices, methodology, policy design delivery, and information received from others that Disclosing Party is obligated to treat as confidential. Confidential Information disclosed to Receiving Party by any Disclosing Party Subsidiary and/ or agents is covered by this agreement.

1.2 Confidential Information shall not include any information that: (i) is or subsequently becomes publicly available without Receiving Party's breach of any obligation owed to Disclosing party; (ii) becomes known to Receiving Party prior to Disclosing Party's disclosure of such information to Receiving Party; (iii) became known to Receiving Party from a source other than Disclosing Party other than by the breach of an obligation of confidentiality owed to Disclosing Party; or (iv) is independently developed by Receiving Party. However these exclusions shall not be applicable in respect to customer details of the Bank.

1.3 "Confidential Materials" shall mean all tangible materials containing Confidential Information, including without limitation written or printed documents and computer disks or tapes, whether machine or user readable.

## 2. Restrictions

2.1 Each party shall treat as confidential the Contract and any or all information ("confidential information") obtained from the other pursuant to the Contract and shall not divulge such information to any person (except to such party's own employees and other persons and then only to those employees and persons who need to know the same) without the other party's written consent. Provided that this clause shall not extend to information which was rightfully in the possession of such party prior to the commencement of the negotiations leading to the Contract or information, which is already public knowledge or becomes so at a future date (otherwise than as a result of a breach of this clause). Receiving Party will have executed or shall execute appropriate written agreements with its employees and consultants specifically assigned and/or otherwise, sufficient to enable it to comply with all the provisions of this Agreement.

2.2 Receiving Party may disclose Confidential Information in accordance with judicial or other governmental order to the intended recipients (as detailed in this clause), provided Receiving Party shall give Disclosing Party reasonable

notice prior to such disclosure and shall comply with any applicable protective order or equivalent. The intended recipients for this purpose are:

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

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

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

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

### 3. Rights and Remedies

3.1 Receiving Party shall notify Disclosing Party immediately upon discovery of any unauthorized 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 consultants to Bank shall be the property of the Bank and shall not be considered as confidential information to the Bank. However, such service /solutions or other deliverables shall be considered as a confidential information by the consultant and shall not be disclose such details to any third parties without having the express written permission of the Bank.

4.6 This Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof. It shall not be modified except by a written agreement dated subsequently to the date of this Agreement and signed by both parties. None of the provisions of this Agreement shall be deemed to have been waived by any act or acquiescence on the part of Disclosing Party, its agents, or employees, except by an instrument in writing signed by an authorized officer of Disclosing Party. No waiver of any provision of this Agreement shall constitute a waiver of any other provision(s) or of the same provision on another occasion.

4.7 This Agreement shall be governed by, and be construed in accordance with the laws of Republic of India. The parties agree to submit to the exclusive jurisdiction of appropriate court in **Mumbai** in connection with any dispute between the parties under the Agreement.

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 \_\_\_\_\_ 2021 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,  
Cadre Management Department  
Corporate Centre  
16<sup>th</sup> Floor, Madame Cama Road  
Mumbai

(Hereinafter referred to as "SBI / you")

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

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

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

We the Guarantor, further confirm that a mere letter from the SBI that there has been a breach by the Consultant of its obligations or there are sufficient reasons for invoking this Guarantee, shall without any other or further proof be final conclusive and binding on the Guarantor.

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

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

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

This Guarantee shall remain in full force and effect for a period of 180 days 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,

Deputy General Manager (CMD)  
Cadre Management Department  
State Bank of India,  
Corporate Centre  
16<sup>th</sup> Floor, State Bank Bhavan,  
Madame Cama Road  
Mumbai 400 021  
Phone: 022-22741630  
Fax: 022- 22742631

### **RFP: EMPANELMENT OF HR CONSULTANTS**

**RFP Ref: SBI/CDO/CMD/RFP/2021-22/01 Dated 06.09.2021**

We enclose EMD in the form of a Demand Draft / Banker's Cheque/ Pay Order No..... issued by the Branch of the .....Bank, for the sum of Rs. 3,00, 000/- only (Rupees Three lac only) drawn in favour of State Bank of India, Corporate Centre 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 a sealed envelope, containing Technical Bid (Superscribed as "Technical Bid for Empanelment of HR Consultants in State Bank of India). Envelope containing Technical Bid will contain two separate sealed envelopes, one containing details of eligibility criteria as per Annexure B & Annexure C of the RFP (Superscribed as "Technical Bid - Eligibility Details") and other containing complete Technical Bid details as per Annexure D of the RFP (Superscribed as "Technical Bid – Detailed Bid") along with a Pen Drive containing a soft copy of the above details.

### (A) Envelope Superscribed 'Technical Bid – Eligibility Details'

- a. Forwarding letter – Annexure A
- b. Bid fee of Rs. 10,000/- by way of Draft / Pay order in favour of State Bank of India payable in Mumbai
- c. Eligibility Criteria – Annexure B
- d. Bidder Information – Annexure C
- e. Certificate of Incorporation/ Registration as proof of professional Management Consulting Company / firm of international repute / standing HR consulting company.
- f. Registration/Incorporation or any other valid documents as proof of existence for a minimum period of 5 years in India
- g. Copy of Audited Balance Sheet and / or Certificate of the Chartered Accountant for preceding three years.
- h. Letter from clients / copy of engagement letter / contracts.
- i. EMD amount with EMD letter as per Annexure I
- j. Compliance Statement as per Annexure G

### (B) Envelope Superscribed 'Technical Bid – Detailed Bid'

- a. Technical Bid as per Annexure D
- b. Bidders Organization 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

## **Annexure-K : SERVICE LEVEL AGREEMENT FOR ENGAGEMENT AS HR CONSULTANT**

This agreement is made at Mumbai on this \_\_\_\_ day of \_\_\_\_ 2021 between State Bank of India, body corporate constituted under State Bank of India Act 1955 having its Corporate Office at State Bank Bhavan, Madame Cama Road, Nariman Point, Mumbai – 400 021, hereinafter referred to as “SBI” or “Bank” (which expression shall, unless repugnant to the context or meaning, include its successors and assigns) of the one Part,

AND

M/s \_\_\_\_\_, a private/ public limited company/ LLP/Firm incorporate under the Companies Act 1956/2013/ Limited Liability Partnership Act 2008/ Indian Partnership Act 1932, having its Corporate/ registered office at \_\_\_\_\_, hereinafter referred to as “**the Consultant**”/ “ Service Provider” (which expression will, unless the repugnant to the context and meaning thereof include its successors and permitted assigns) of the other part,

{The SBI and the Consultant are herein after individually referred to as “Party” and collectively as “Parties”}

### **WHEREAS**

State Bank of India had invited applications via RFP Reference No. **SBI/CDO/CMD/RFP/2021-22/01** for empanelment of HR Consultant/s for assisting the Bank in recruitment of desired talents (regular/ contract basis) including IT experts for various positions in the Bank; extending support in designing the rewards/ recognition scheme; performance evaluation process etc. (hereinafter referred to as “**RFP**”), and

The Consultant is in the business of providing consultancy services and being empanelled as HR Consultant has agreed to provide the services as may be required by the Bank mentioned in the **RFP**. The **RFP** shall deemed to be a part of this Agreement.

NOW THEREFORE, in consideration of the mutual covenants, terms and conditions and understandings set forth in this agreement, the receipt and sufficiency of which is hereby acknowledged, the parties, with the intent to be legally bound, hereby covenant and agree as follows:

### **1. DEFINITION & INTERPRETATION AND TERMS & CONDITIONS:**

In this agreement, words and expressions shall have the same meanings as are respectively assigned to them in the RFP.

All Terms & conditions and statements mentioned in RFP Reference No. **SBI/CDO/CMD/RFP/2021-22/01 dated 06.09.2021** shall be deemed to form and be read and constructed as part of this agreement.

## **2. TERM**

This agreement will come into force on the date of execution and shall be valid for a period of 36 months unless terminated earlier in accordance with the termination clauses specified in the RFP.

## **3. SCOPE OF SERVICES**

The consultant is required to assist the Bank in recruitment of desired talents (regular/ contract basis) including IT experts for various positions in the Bank; extending support in designing the rewards/ recognition scheme; performance evaluation process etc.

3.1 The process includes, but is not limited to the undernoted functions:

- a) Designing suitable job specification with thorough understanding of the job descriptions in coordination with the Bank for various positions as per requirement.
- b) Analysing the market for compensation paid to peers in other organisations and finalise compensation structure in consultation with the Bank for the position assistance in hiring is awarded.
- c) Designing suitable recruitment advertisement targeted at the desired applicants and assist the Bank in advertising the vacancies, through popular channels.
- d) Respond to the relevant queries from applicants, over phone/email, before the closing date.
- e) Coordination with the suitable candidates based on their qualifications and experience, for participation in the recruitment process
- f) Compilation of the list of applicants clearly mentioning about their eligibility or otherwise and taking appropriate corrective actions, if necessary, within the stipulated period and prepare a list of eligible candidates.
- g) Processing of the applications received and providing all the applications (soft and hard copies) to the Bank.
- h) Shortlisting of applications for further screening in consultation with the Bank.
- i) Carry out the process of issuance of call letters and ensuring complete coordination with the shortlisted candidates.
- j) Devising and conducting various screening process including Psychometric/ Integrity Test (if required) and suggesting the panel for composition of Selection Committee by the Bank.
- k) Facilitate conduct of interview by the Selection Committee.

- l) Perform 360-degree reference check and education qualification verification for the finalist candidate/s.
- m) Assisting the Bank in handling and preparing answers for any recruitment related queries received under RTI act as per the rules and regulations of Government guidelines and decision/ of India and/or decision/ruling of various judicial bodies.
- n) Coordinate with all the selected candidates for medical test by Bank's Medical Officer.
- o) Assisting the Bank, as per requirement, in designing rewards/ recognition scheme, PLI, performance evaluation process etc.

Assist the Bank in conducting internal selection/ promotion process as per requirement, including suggesting of various evaluation methods and competency testing.

### **3.2 Project Deliverables:**

The major areas of delivery for the HR consultant would be as under:

- 3.2.1 Job description and job specification of the identified vacancies will be prepared by the HR Consultant.
- 3.2.2 Recruitment advertisements for the identified vacancies will be prepared by the HR Consultant adhering to the reservation related guidelines of Government.
- 3.2.3 The HR consultant will survey the market for compensation to the peers in other organisations and suggest compensations structure for the position/s in the Bank.
- 3.2.4 The HR consultant may be called upon to conduct the Psychometric/ Integrity Test/s or any other test/s to judge the competency of the candidates.
- 3.2.5 The HR Consultant will have to ensure that publication of results of the recruitment process should be in the prescribed format duly signed by the Competent Authority and conforming to the reservation related guidelines of Government of India/ any other guidelines of RBI/GOI/IBA.
- 3.2.6 The HR consultant will carry out 360-degree reference check and education verification of the finalist candidate/s.
- 3.2.7 The HR Consultant/s may be required to assist the Bank in the internal selection/ promotion process, including suggesting of various evaluation methods and competency testing.
- 3.2.8 The HR consultant may be required to assist the Bank, as per requirement, in designing rewards/ recognition scheme, PLI, performance evaluation process etc.

#### **4. REPRESENTATIONS AND WARRANTIES**

- 4.1 Each of the Parties represents and warrants in relation to itself to the other that:
- 4.1.1 It has all requisite corporate power and authority to execute, deliver and perform its obligations under this Agreement and has been fully authorized through applicable corporate process to do so.
  - 4.1.2 The person(s) signing this agreement on behalf of the Parties have the necessary authority and approval for execution of this document and to bind his/their respective organization for due performance as set out in this Agreement. It has all necessary statutory and regulatory permissions, approvals and permits for the running and operation of its business.
  - 4.1.3 It has full right, title and interest in and to all software, copyrights, trade names, trademarks, service marks, logos symbols and other proprietary marks (collectively 'IPR') (including appropriate limited right of use of those owned by any of its vendors, affiliates or subcontractors) which it provides to the other Party, for use related to the services to be provided under this Agreement.
  - 4.1.4 It will provide such cooperation as the other Party reasonably requests in order to give full effect to the provisions of this Agreement.
  - 4.1.5 The execution and performance of this Agreement by either of the Parties does not and shall not violate any provision of any of the existing Agreement with any of the party and any other third party.

#### **4.2 Additional Representation and Warranties by Service Provider**

- 4.2.1 Service Provider shall perform the Services and carry out its obligations under the Agreement with due diligence, efficiency and economy, in accordance with generally accepted techniques and practices used in the industry and with professional standards recognized by international professional bodies and shall observe sound management practices. It shall employ appropriate advanced technology and safe and effective equipment, machinery, material and methods.
- 4.2.2 Service Provider has the requisite technical and other competence, sufficient, suitable, qualified and experienced manpower/personnel and expertise in providing the Services to the Bank.

- 4.2.3 Service Provider has valid and subsisting rights to all data, modules, components, designs, utilities, subsets, objects, programme listings, tools, models, methodologies, programmes, systems analysis frameworks, leading practices, and specifications sought to be used by it in relation to the provision of the Services.
- 4.2.4 Service Provider warrants that to the best of its knowledge, Services and Deliverables provided by Service Provider to the Bank do not violate or infringe any patent, copyright, trademarks, trade secrets or other Intellectual Property Rights of any third party.
- 4.2.5 Service Provider shall duly intimate to the Bank immediately, the changes, if any in the constitution of Service Provider.
- 4.2.6 The team composition submitted in response to the RFP shall remain the same and shall not be altered later on in any manner. The Bank will not consider substitution of professional staff during the Agreement period unless both Parties to the Agreement agree that undue delay makes such substitution unavoidable or for reasons such as death or medical incapacity or if the professional staff has left the organization. Any proposed substitute shall have equivalent or better qualifications and experience than the original candidate and be submitted by the Consultant within the period of time specified by the Bank. Such substitution shall only be effected with prior written approval of the Bank.
- 4.2.7 Service Provider shall make all reasonable endeavors to provide the Services promptly and diligently, as provided under the terms of this Agreement. Service Provider also undertakes to make best efforts that no delays or disruption is caused in the execution or completion of the Services and that no additional costs are incurred by the Bank in relation to the Services. Service Provider agrees that it shall cause its Consultancy Team, including the Key Personnel, Professional personnel and support personnel to strictly adhere to the project plans/ scope of work and the standards.
- 4.2.8 Service Provider shall ensure that all persons, employees, workers and other individuals engaged by Service Provider or sub-contracted (if allowed) by Service Provider in rendering the services for this Agreement have undergone proper background check, police verification and other necessary due diligence checks to examine their antecedence and ensure their suitability for such engagement. No person shall be engaged by Service Provider unless such person is found to be suitable in such verification and



Service Provider shall retain the records of such verification and shall produce the same to the Bank as when requested.

#### **5. TIME-LINES / TEAM:**

I. The above scope and deliverables have to be designed and executed to Bank's satisfaction in a time bound manner to complete the work order withing 2(Two) months of award of contract.

II. Bank, at its sole discretion reserves the right to ask the consultant to give extend the period on the same terms and conditions.

III. Mr./ Ms. \_\_\_\_\_of the consultant shall be the contact point for all matters related to this agreement whose contact details are as mentioned under:

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**6. SCALE OF FEES:** Will be covered in the relevant SLA for the work project.

**7. PAYMENT TERMS:** Will be covered in the relevant SLA for the work project.

#### **8. CONFIDENTIALITY**

The Consultant shall treat as confidential all data and information about SBI, obtained in the process of executing its responsibilities under this Agreement, in strict confidence and will not reveal such information to any party without prior written approval of SBI as explained under the RFP and Non-Disclosure Agreement referred above. As regards the information so obtained by the consultant shall be guided and bound by the terms of confidentiality and non-disclosure under the RFP and said Non-Disclosure Agreement.

#### **9. INTELLECTUAL PROPERTY RIGHTS**

- 9.1 The Parties agree that all data or information supplied by the Bank to Service Provider and/or the Consultancy Team in connection with the provision of Services by it shall remain the property of the Bank or its licensors.
- 9.2 Any licensed material used by Service Provider for performing Services or developing Deliverables for the Bank, Service Provider should have right to use as well as right to license for the outsourced services. The Bank shall not be liable for any license or IPR violation on the part of Service Provider.
- 9.3 Subject to clause 9.4 and 9.5 of this Agreement, Service Provider shall, at its own expenses without any limitation, indemnify and keep fully and effectively indemnified the Bank against all costs, claims, damages, demands, expenses and liabilities of whatsoever nature arising out of or

in connection with all claims of infringement of Intellectual Property Rights, including patent, trademark, copyright, trade secret or industrial design rights of any third party arising from the Services or use of Deliverables or any part thereof in India or abroad under this Agreement.

- 9.4 The Bank will give (a) notice to Service Provider of any such claim without delay/provide reasonable assistance to Service Provider in disposing of the claim; (b) sole authority to defend and settle such claim and; (c) will at no time admit to any liability for or express any intent to settle the claim provided that (i) Service Provider shall not partially settle any such claim without the written consent of the Bank, unless such settlement releases the Bank fully from such claim, (ii) Service Provider shall promptly provide the Bank with copies of all pleadings or similar documents relating to any such claim, (iii) Service Provider shall consult with the Bank with respect to the defense and settlement of any such claim, and (iv) in any litigation to which the Bank is also a party, the Bank shall be entitled to be separately represented at its own expenses by counsel of its own selection.
- 9.5 Service Provider shall have no obligations with respect to any infringement claims to the extent that the infringement claim arises or results from: (i) Service Provider's compliance with the Bank's specific technical designs or instructions (except where Service Provider knew or should have known that such compliance was likely to result in an infringement claim and Service Provider did not inform the Bank of the same); or (ii) any unauthorized modification or alteration of the Deliverable by the Bank.
- 9.6 All Deliverables prepared by the Consultant in performing the Services shall become and remain the sole and exclusive property of the Bank and all Intellectual Property Rights in such Deliverables shall vest with the Bank. Any Deliverables, of which the ownership or the Intellectual Property Rights do not vest with the Bank under law, shall automatically stand assigned to the Bank as and when such Deliverables is created and the Consultant agrees to execute all papers and to perform such other acts as the Bank may deem necessary to secure its rights herein assigned by the Consultant. The Deliverables shall not be used for any purpose other than intended under the scope of work, without prior written consent of the Bank.
- 9.7 In the event that Consultant integrates any work that was previously created by the Consultant into any Deliverables, the Consultant shall grant to, and the Bank is hereby granted, a worldwide, royalty-free, perpetual, irrevocable license to utilize the incorporated items,

including, but not limited to any and all copyrights, patents, designs, trade secrets, trademarks or other Intellectual Property Rights, in connection with the Deliverables.

## **10. LEGAL REMEDY AND JURISDICTION:**

- a. The contract shall be interpreted in accordance with the laws of India and subject to jurisdiction of courts of Mumbai. The resolution of any disputes arising out or in respect of this Agreement shall be in accordance with the dispute resolution clauses specified in RFP.
- b. The Consultant agrees that, in the event of breach or threatened breach of any terms/ obligations/ conditions of this Agreement by Consultant (including its employees, representatives), SBI shall be entitled to a temporary and/ or permanent injunctive relief which shall be in addition to and not in lieu of any other legal or equitable relief including monetary damages.

## **11. RELATIONSHIP BETWEEN THE PARTIES**

- 11.1 It is specifically agreed that Service Provider shall act as independent service provider and shall not be deemed to be the Agent of the Bank except in respect of the transactions/services which give rise to Principal - Agent relationship by express agreement between the Parties.
- 11.2 Neither Service Provider nor its employees, agents, representatives, Sub-Contractors shall hold out or represent as agents of the Bank.
- 11.3 None of the employees, representatives or agents of Service Provider shall be entitled to claim permanent absorption or any other claim or benefit against the Bank.
- 11.4 This Agreement shall not be construed as joint venture. Each Party shall be responsible for all its obligations towards its respective employees. No employee of any of the two Parties shall claim to be employee of other Party.
- 11.5 All the obligations towards the employee(s) of a Party on account of personal accidents while working in the premises of the other Party shall remain with the respective employer and not on the Party in whose premises the accident occurred unless such accidents occurred due to gross negligent act of the Party in whose premises the accident occurred.

11.6 For redressal of complaints of sexual harassment at workplace, Parties agree to comply with the policy framed by the Bank (including any amendment thereto) in pursuant to the Sexual Harassment of Women at Workplace (Prevention, Prohibition and Redressal) Act, 2013 including any amendment thereto.

## **12. COMPLIANCE WITH LAWS**

- 12.1 Service Provider agrees and declares that it shall be the sole responsibility of Service Provider to comply with the provisions of all the applicable laws, concerning or in relation to rendering of Services by Service Provider as envisaged under this agreement.
- 12.2 Service Provider shall procure and maintain all necessary licenses, permissions, approvals from the relevant authorities under the applicable laws throughout the currency of this Agreement, require for performing the Services under this Agreement.
- 12.3 Service Provider shall be solely liable & responsible for compliance of applicable Labour Laws in respect of its employee, agents, representatives and sub-Contractors (if allowed) and in particular laws relating to terminal benefits such as Pension, Gratuity, Provident Fund, Bonus or other benefits to which they may be entitled and the laws relating to Contract Labour, Minimum Wages, etc., and the Bank shall have no liability in these regards.
- 12.4 Service Provider shall cooperate fully with any legitimately provided/ constituted body conducting inquiry into processing and execution of this Agreement/ any other matter related with discharge of contractual obligations by Service Provider.
- 12.5 Service Provider confirms that it has full authority to enter into this Agreement and render the Services as envisaged under this Agreement and all Corporate or other necessary approvals have been obtained for entering into this Agreement with the Bank. Further, the persons executing this Agreement on behalf of Service Provider have full authority and power to execute this Agreement and bind Service Provider.

### **13. GENERAL INDEMNITY**

- 13.1 Service Provider agrees and hereby keeps the Bank indemnified against all claims, actions, loss, damages, costs, expenses, charges, including legal expenses (Attorney, Advocates fees included) which the Bank may suffer or incur on account of (i) Services Provider's breach of its warranties, covenants, responsibilities or obligations; or (ii) breach of confidentiality obligations mentioned in this Agreement; or (iii) any willful misconduct and gross negligent acts on the part of employees, agents, representatives or sub-contractors (if allowed) of Service Provider. Service Provider agrees to make good the loss suffered by the Bank.
- 13.2 Service Provider shall be responsible for accuracy of the documents drafted and/ or vetted and data collected by it directly or procured from other agencies/authorities, estimates and all other details prepared by it as part of its Services. Subject to the provisions of Clause 18, it shall indemnify the Bank against any inaccuracy in its work which might surface during implementation of the project, if such inaccuracy is the result of any negligence or inadequate due diligence on part of Service Provider or arises out of its failure to conform to good industry practice. Service Provider shall also be responsible for promptly correcting, at its own cost and risk, the documents including such inaccuracy.

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

- 14.1 Service Provider shall not receive any remuneration in connection with the assignment except as provided in the Contract.
- 14.2 Service Provider shall provide professional, objective and impartial advice and at all times hold the Bank's interests paramount, strictly avoiding conflicts with other assignment(s)/job(s) or their own corporate interests, and act without any expectation/ consideration for award of any future assignment(s) from the Bank. Service Provider shall avoid any conflict of interest while discharging contractual obligations and bring, before-hand, any possible instance of conflict of interest to the knowledge of the Bank, while rendering Services under the Agreement.

## 15. LIMITATION ON LIABILITY

15.1 The maximum aggregate liability of Service Provider, subject to clause 15.3, in respect of any claims, losses, costs or damages arising out of or in connection with this Agreement shall not exceed the total Project Cost.

15.2 Under no circumstances shall either Party be liable for any indirect, consequential or incidental losses, damages or claims including loss of profit, loss of business or revenue.

15.3 The limitations set forth in Clause 15.1 shall not apply with respect to:

(i) claims that are the subject of indemnification pursuant to Clause 8 i.e. infringement of third party Intellectual Property Rights;

(ii) damage(s) occasioned by the Gross Negligence or Willful Misconduct of Service Provider;

(iii) damage(s) occasioned by Service Provider for breach of Confidentiality Obligations mentioned under this Agreement;

(iv) Regulatory or statutory fines imposed by a Government or Regulatory agency for non-compliance of statutory or regulatory guidelines applicable to the Bank, provided such guidelines were brought to the notice of Service Provider.

For the purpose of clause 15.3 (ii) "Gross Negligence" means any act or failure to act by a party which was in reckless disregard of or gross indifference to the obligation of the party under this Agreement and which causes injury, damage to life, personal safety, real property, harmful consequences to the other party, which such party knew, or would have known if it was acting as a reasonable person, would result from such act or failure to act for which such Party is legally liable. Notwithstanding the forgoing, Gross Negligence shall not include any action taken in good faith.

"Willful Misconduct" means any act or failure to act with an intentional disregard of any provision of this Agreement, which a

party knew or should have known if it was acting as a reasonable person, which would result in injury, damage to life, personal safety, real property, harmful consequences to the other party, but shall not include any error of judgment or mistake made in good faith.

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

16.1 No alterations, amendments, omissions, additions, suspensions or variations of the work (hereinafter referred to as variation) under the Agreement shall be made by Service Provider 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 Agreement, by notice in writing to instruct Service Provider to make any variation without prejudice to the Agreement. Service Provider shall carry out such variations and be bound by the same conditions, though the said variations occurred in the Agreement documents. If any suggested variations would, in the opinion of Service Provider, if carried out, prevent them from fulfilling any of their obligations under the Agreement, they shall notify the Bank, thereof, in writing with reasons for holding such opinion and Bank shall instruct Service Provider to make such other modified variation without prejudice to the Agreement. Service Provider shall carry out such variations and be bound by the same conditions, though the said variations occurred in the Agreement documents. If Bank confirms their instructions Service Provider's obligations will 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 mutually agreed between the parties. In any case in which Service Provider has received instructions from the Bank as to the requirement of carrying out the altered or additional substituted work, which either then or later on, will in the opinion of Service Provider, involve a claim for additional payments, such additional payments shall be mutually agreed in line with the terms and conditions of the order.

16.2 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 reduction in payment to be made to Service Provider, before Service Provider proceeding with the change.

## **17. TERMINATION OF CONTRACT**

The Bank alone shall have the right to terminate the contract with the Service Provider at any time during the contract period, by giving a written notice of at least 30 days, including but not limited to the following reasons:

- a) Laxity in following security standards laid down by the Bank
- b) Excessive delay (over 2 weeks) in execution of orders placed by the Bank
- c) Discrepancies / deviations in the agreed processes
- d) Violation of terms & conditions stipulated in this RFP/ Contract

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

## **18. Delays in the Service Provider's performance in successful implementation of the project**

Delivery of the solution and performance of the services shall be made by the Service Provider 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 Service Provider may result in imposition of liquidated damages, invocation of Performance Bank Guarantee and/or termination of contract.

## **19 . LIQUIDATED DAMAGES**

If Service Provider fails to perform services within stipulated time schedule, the Bank shall, without prejudice to its other remedies under the contract, deduct from the contract price, as liquidated damages, a sum equivalent to 5% of the total project cost for delay of each week or part thereof maximum up to 12% of contract price. Once the maximum is reached, SBI may consider termination of Contract pursuant to the conditions of contract.



## **20. TERMINATION FOR DEFAULT**

SBI may, without prejudice to any other remedy for breach of contract, by written notice of default sent to the Consultant, terminate the contract in whole or part: if the Consultant fails to deliver any or all of the services within the period(s) specified in the Contract, or within any extension thereof granted by the Bank pursuant to conditions of contract or if the Consultant fails to perform any other obligation(s) under the Contract.

In the event SBI terminates the Contract in whole or in part, SBI may procure, upon such terms and in such manner, as it deems appropriate, systems or services similar to those not delivered by the consultant and the Consultant shall be liable to Bank for any excess costs for such similar systems or services.

## **21. FORCE MAJEURE**

Any failure or delay by consultant or Bank in performance of its obligation, to the extent due to any failure or delay caused by fire, flood, earthquake or similar elements of nature, or acts of God, war, terrorism, riots, civil disorders, rebellions or revolutions, acts of government authorities or other events beyond the reasonable control of non-performing Party i.e. a Force Majeure event is not a default or a ground for termination.

If Force Majeure event arises the Consultant shall promptly notify Bank in writing of such conditions and the cause thereof. Unless otherwise agreed by SBI in writing, the Consultant shall continue to perform its obligations under the contract as far as is reasonably practical and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.

## **22. TERMINATION FOR INSOLVENCY**

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

## **23. TERMINATION FOR CONVENIENCE:**

- i. The Bank, by written notice of not less than 60 (sixty) days, may terminate the Contract, in whole or in part, for its convenience.
- ii. In the event of termination of the Agreement for the Bank's

convenience, Service Provider shall be entitled to receive payment for the Services rendered (delivered) up to the effective date of termination.

## **24. NOTICE**

- a. Any notice or any other communication required to be given under this Agreement shall be in writing and may be given by delivering the same by hand or sending the same by prepaid registered mail, postage prepaid, telegram or facsimile to the relevant address set forth below or such other address as each Party may notify in writing to the other Party from time to time. Any such notice given as aforesaid shall be deemed to be served or received at the time upon delivery (if delivered by hand) or upon actual receipt (if given by postage prepaid, telegram or facsimile).
- b. A notice shall be effective when it is delivered or on the effective date of the notice, whichever is later.
- c. Address for communication to the Parties are as under:
  - i. Communications to the Bank  
Deputy General Manager (CMD)  
Cadre Management Department  
State Bank of India,  
Corporate Centre  
16th Floor, State Bank Bhavan,  
Madame Cama Road  
Mumbai 400 021  
Phone: 022-22741630  
Fax: 022- 22742631
  - ii. Communications to Service Provider:  
  
\_\_\_\_\_  
\_\_\_\_\_
- d. In case there is any change in the address of one party, it shall be promptly communicated in writing to the other party.

## **25. SEVERABILITY**

If any part or any provision of this Agreement is or becomes illegal, invalid or unenforceable, that part or provision shall be ineffective to the extent of such invalidity or unenforceability only, without in any way affecting the validity or enforceability of the remaining parts of said provision or the remaining

provisions of this Agreement. The Parties hereby agree to attempt to substitute any invalid or unenforceable provision with a valid or enforceable provision, which achieves to the greatest extent possible the economic, legal and commercial objectives of the invalid or unenforceable provision.

## **26. MISCELLANEOUS**

- a. Any provision of this Agreement may be amended or waived, if and only if such amendment or waiver is in writing and signed, in the case of an amendment by each party, or in this case of a waiver, by the Party against whom the waiver is to be effective.
- b. Neither this Agreement nor any provision hereof is intended to confer upon any person/s other than the Parties to this Agreement any rights or remedies hereunder.
- c. In case of any change in applicable laws that has an effect on the terms of this Agreement, the Parties agree that the Agreement may be reviewed and if deemed necessary by the Parties, make necessary amendments to the Agreement by mutual agreement in good faith.
- d. If this Agreement is signed in counterparts, each counterpart shall be deemed to be an original.
- e. The Consultant shall not assign or transfer all or any of its rights, benefits or obligations under this Agreement without the approval of the Bank. The Bank may, at any time, assign or transfer all or any of its rights, benefits and obligations under this Agreement.
- f. The Consultant agrees that it shall not use the logo, trademark, copy rights or other proprietary rights of the Bank in any advertisement or publicity materials or any other written communication with any other party, without the prior written consent of the Bank.
- g. During the term of this Agreement and for one year thereafter, neither party shall (either directly or indirectly through a third party) employ, solicit to employ, cause to be solicited for the purpose of employment or offer employment to any employee/s or sub-contractor/s of the other party, or aid any third person to do so. However, nothing in this clause shall affect the Bank's regular recruitments as per its recruitment policy and not targeted to the employees of Consultant.
- h. Consultant agrees that the Bank shall have the right to disclose the details of this Agreement and the details of Services covered herein to the Reserve Bank of India and Indian Banks Association.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly signed and executed by their authorized representatives as below:

.....  
Mr./Ms.  
Director/ Authorized Signatory  
M/s \_\_\_\_\_  
Date: \_\_\_\_\_  
Place: Mumbai

.....  
Mr./Ms. \_\_\_\_\_  
Deputy General Manager  
State Bank of India  
Date: \_\_\_\_\_  
Place: Mumbai

## **Annexure-L : SERVICE LEVEL AGREEMENT FOR THE WORK PROJECT**

This agreement is made at Mumbai on this \_\_\_\_ day of \_\_\_\_ 2021 between State Bank of India, body corporate constituted under State Bank of India Act 1955 having its Corporate Office at State Bank Bhavan, Madame Cama Road, Nariman Point, Mumbai – 400 021, hereinafter referred to as “**SBI**” or “**Bank**” (which expression shall, unless repugnant to the context or meaning, include its successors and assigns) of the one Part,  
AND

M/s \_\_\_\_\_, a private/ public limited company/ LLP/Firm incorporate under the Companies Act 1956/2013/ Limited Liability Partnership Act 2008/ Indian Partnership Act 1932, having its Corporate/ registered office at \_\_\_\_\_, hereinafter referred to as “the **Consultant**” (which expression will, unless the repugnant to the context and meaning thereof include its successors and permitted assigns) of the other part,

{The SBI and the Consultant are herein after individually referred to as “Party” and collectively as “Parties”}

### **WHEREAS**

State Bank of India had invited applications via RFP Reference No. **SBI/CDO/CMD/RFP/2021-22/01** for empanelment of HR Consultant/s for assisting the Bank in recruitment of desired talents (regular/ contract basis) including IT experts for various positions in the Bank; extending support in designing the rewards/ recognition scheme; performance evaluation process etc. (hereinafter referred to as “**RFP**”), and

The Consultant(M/s.....) is in the business of providing consultancy services and agreed to provide the services as may be required by the Bank mentioned in the RFP. A Service Level Agreement (“SLA”) for engagement of the HR consultant has been entered amongst the parties on .....

NOW THEREFORE, in consideration of the mutual covenants, terms and conditions and understandings set forth in this agreement, the receipt and sufficiency of which is hereby acknowledged, the parties, with the intent to be legally bound, hereby covenant and agree as follows:

**1. DEFINITION AND INTERPRETATION:**

This agreement is to be read with the SLA and the RFP on \_\_\_\_\_ **(Annexure-i)**. In this Agreement, words and expressions shall have the same meanings as are respectively assigned to them in the RFP.

**2. TERM**

This agreement will come into force on the date of execution and shall be valid for a period of 90 days unless terminated earlier in accordance with the termination clauses specified in the RFP.

**3. SCOPE OF WORK PROJECT**

.....  
.....  
.....

3.1 The process includes, but is not limited to the undernoted functions:

- a) .....
- b).....
- c).....
- d).....
- e) .....

**3.2 Project Deliverables:**

The major areas of delivery for HR Consultant related to the Project would be as under:

- 3.2.1 .....
- 3.2.2 .....
- 3.2.3 .....
- 3.2.4 .....
- 3.2.5 .....

**4. TIME-LINES / TEAM:**

I. The above scope and deliverables have to be designed and executed to Bank's satisfaction in a time bound manner to complete the work order withing 2(Two) months of award of contract.

II. Bank, at its sole discretion reserves the right to ask the consultant to give extend the period on the same terms and conditions.

III. Mr./ Ms. \_\_\_\_\_of the consultant shall be the contact point for all matters related to this agreement whose contact details are as mentioned under:

\_\_\_\_\_

## 5. SCALE OF FEES:

Details	Amount
Cumulative Cost as per Scope of the Project	
Tax Amount GST (as applicable)	
<b>Total</b>	

## 6. PAYMENT TERMS:

6.1 Service Provider shall be paid fees and charges in the manner detailed in hereunder, the same shall be subject to deduction of income tax thereon wherever required under the provisions of the Income Tax Act by the Bank. 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 Agreement shall relieve Service Provider from his responsibility to pay any tax that may be levied in India on income and profits made by Service Provider in respect of this Agreement.

6.2 Fee for the allotted project will be paid by the Bank as mutually agreed with the HR consultant as per below mentioned schedule. In case of Consultant's services going beyond the stipulated schedules, for reasons not attributable to the Bank, Bank will have discretion to deduct penalty as deemed fit from the amount payable to you.

S No.	Particulars	% of Fee Payable

6.3 The Bank may withhold payment of any Services that it disputes in good faith, and may set-off penalty amount or any other amount which Service Provider owes to the Bank against amount payable to Service Provider under this Agreement. However, before levying penalty or recovery of any damages, the Bank shall provide a written notice to Service Provider indicating the reasons for such penalty or recovery of damages. Service Provider shall have the liberty to present its case in writing together with documentary evidence, if any, within 21 (twenty-one) days. Penalty or damages, if any, recoverable from Service Provider shall be recovered by the Bank through a credit note or revised invoices. In case Service Provider fails to issue credit note/ revised invoice, the Bank shall have right to withhold the payment or set-off penal amount.

## 7. PERFORMANCE BANK GUARANTEE

The Consultant will have to furnish a Performance Bank Guarantee from a Schedule Commercial Bank other than State Bank of India in a format provided by the Bank in RFP to the Bank for an amount equivalent to 10% of the Project Cost within 14 days from the date of awarding the work order. The BG will be valid for a period of 180 days. The BG is required to protect the interest of the Bank against the risk of non-performance of the consultant in respect successful completion of the agreement which may warrant the invoking of BG. Further, if any act of the Consultant results in imposition of Liquidated Damages as given in clause 21 of the RFP, then the Bank reserves the right to invoke the submitted BG.

8. Clauses related to Terms & Conditions, Representations and Warranties, Confidentiality, Intellectual Property Rights, Legal Remedy and Jurisdiction, Performance Bank Guarantee, Relationship between the Parties, Compliance with Laws, General Indemnity, Conflict of Interest, Limitation on Liability, Power to vary or omit work, Delays in the Service Provider's performance in successful implementation of the project, Liquidated Damages, Force Majeure, Notice, Severability and Miscellaneous covered in SLA shall be deemed to form part and apply to this Agreement also.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly signed and executed by their authorized representatives as below:

.....  
Mr./Ms.  
Director/ Authorized Signatory  
M/s \_\_\_\_\_  
Date: \_\_\_\_\_  
Place: Mumbai

.....  
Mr./Ms. \_\_\_\_\_  
Deputy General Manager  
State Bank of India  
Date: \_\_\_\_\_  
Place: Mumbai



**Exhibit: I: CONSULTANT'S ORGANIZATION AND EXPERIENCE**

A - Consultant's Organization

[Provide here a brief two pages description of the background and organization of your firm/entity and each associate for this assignment.]

B - Consultant's Experience

[Using the format below, provide information on each assignment during last 5 years for which your firm, and each associate for this assignment, was legally contracted either individually as a corporate entity or as one of the major companies within an association, for carrying out consulting services similar to the ones requested under this assignment.]

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

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

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

Name	Firm	Area of expertise	Present position	Task proposed

**Exhibit III: CURRICULUM VITAE (CV) FOR PROPOSED PROFESSIONAL STAFF  
(Use separate sheets for each of proposed staff)**

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

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

(i) Name of assignment or project:

(ii) Year:

(iii) Location:

(iv) Client:

(v) Main project features:

(vi) Positions held:

(vii) Activities performed:

#### Exhibit IV: Technical evaluation criteria

S No.	Particulars <b>(Work experience in India only will be considered)</b>	Weightage
1	Experience of providing end-to-end recruitment services in BFSI Sector/PSU Organisations/ Govt. In India	25%
2	Experience of the bidder in providing end-to-end recruitment services in India	10%
3	Experience of the bidder in the line of business of providing end-to-end recruitment services in Senior Management/ Executive level positions in India in Banking Sector	20%
4	Experience of the bidder in the line of business of providing end-to-end recruitment services with particular focus on IT experts in Junior / Senior Management/ Executive level positions in India BFSI Sector/PSU Organisations/ Govt. In India.	15%
5	Dedicated Team support to be provided to State Bank of India with relevant educational qualification, domain experience and credentials	25%
6	Methodology for undertaking the assignment for which Invitation Document is issued/ customised to Bank/'s requirement in India	5%

#### Exhibit V: COMMENTS

##### ON COUNTERPART STAFF AND FACILITIES TO BE PROVIDED BY THE CLIENT

##### On Counterpart Staff and Facilities

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

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