

REQUEST FOR PROPOSAL (RFP)
FOR APPOINTMENT OF CONSULTANTS FOR
“BUSINESS PROCESS RE-ENGINEERING”

Date of Issue: 10.09.2015

Reference No. RFP 001/CO:PI&BPR/BPR CONSULTANTS/Raj/2015-16

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SYNDICATEBANK

PRODUCT INNOVATION & BPR DEPARTMENT

Corporate Office, 2nd Cross, Gandhinagar, Bengaluru – 560 009

To**All eligible bidders****SUB: Appointment of Consultants for Business Process Re-engineering****Tender Document Details:**

Tender Reference Number	RFP 001/CO:PI&BPR/BPRCONSULTANTS/Raj/2015-16
RFP Issuance Date (Issue Tender Notification)	10 TH Sep. 2015
Last date for Pre-Bid queries	18 TH Sep. 2015, 01.00 P.M.
Last Date for receipt of Offers/Bids	03 RD Oct. 2015, 03.00 P.M.
Date and Time of opening of Technical Offers/Bids	03 RD Oct. 2015, 04.00 P.M.
Place of opening of Technical Offers/Bids	SyndicateBank Corporate Office, Product Innovation & BPR Dept 1 st Floor, 2 nd Cross, Gandhinagar Bengaluru - 560 009.
Earnest Money Deposit/Bid Security	₹ 45.00 Lakhs valid for 6 months. from the last date of submission of Bids in the form of Bank Guarantee or Demand draft
RFP Cost	Non-refundable ₹. 25,000/- in the form of DD.

[Please note: The above mentioned dates are tentative dates and the Bidder acknowledges that he cannot hold Bank responsible for any revision in these dates. The bids will be opened in the presence of bidders who choose to be present at the time of opening of bids.]

Issued by:

General Manager
Product Innovation & BPR Department
Corporate Office, 2nd cross, Gandhinagar, Bengaluru – 560 009
Contact Numbers: Tel: 080-22203251 , Fax-080-2234 0377
Email Address: copi&bpr@syndicatebank.co.in

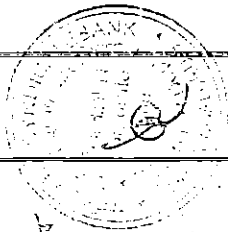
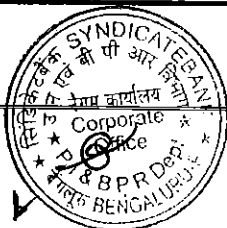


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Meaning of terms used in RFP document:

- Bank means 'SyndicateBank' including its Branches, Regional Offices, Field General Manager Office, Processing Centers/Hubs, Cells and all other units and establishments etc.
- RFP means the whole 'Request for Proposal'
- BPR means 'Business Process Re-engineering'
- Website means Bank's official website i.e. <http://www.syndicatebank.in>
- PSB means Public Sector Bank
- Bidder means the party/firm/organisation submitting RFP response/bid offer as per the details mentioned in this document.
- Programme: "BUSINESS PROCESS RE-ENGINEERING"



1. INTRODUCTION AND PURPOSE

SyndicateBank, (herein after referred to as the Bank) intends to appoint consultancy firm for assisting the Bank in implementation of **Business Process Re-engineering** for the Bank. This Request for Proposal document has been prepared exclusively for the purpose of enabling the Bank for appointment of Consultant(s) for Business Process Transformation in the Bank.

Looking to the challenges ahead in terms of Human Resources, dynamic changes in the technology and sustainable growth in business with concomitant increase in profits, Bank is looking forward for Business Process Transformation by appointing Management Consultant(s) in the chosen areas. The scope of the consultancy assignment shall broadly cover the following areas:

Part - I

1. Business Process Re-engineering
2. Digital Banking

Part - II

1. Sales and CRM
2. Human Resource Development

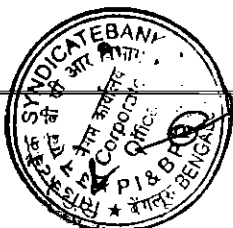
This RFP document is not a recommendation, offer or invitation to enter into a contract, agreement or any other arrangement in respect of the services. The provision of the services is subject to observance of selection process and appropriate documentation being agreed between the Bank and the successful Management Consultancy firm as identified by the Bank after completion of the selection process duly incorporated in this document.

1.1 ABOUT THE BANK

Established in 1925 in Udupi, the abode of Lord Krishna, in coastal Karnataka with an initial capital of ₹ 8000/- by three visionaries viz. Sri Upendra Pai, a Businessman, Dr T M A Pai, a Physician and Sri Vaman Kudva, an Engineer.

CORE VALUES

- **Vision :**
Be a Leading Financially strong Universal Bank, creating value for stake holders through Customer centric, Technology driven and Employee friendly approach.
- **Mission :**
- Be a Leading provider of Banking Solutions providing a range of Financial Services to all strata of Society
- Be a highly recognized and visible Brand, known for its customer service.



- Be the most preferred place to work where Employees feel proud and motivated.
- Have state-of-the-art technology and infrastructure creating delight among all stake holders.
- To deliver strong financial and operational performance.

SyndicateBank has several firsts to its credit. These include:

1. 1st Bank to introduce a *Daily Deposit Scheme* in 1928 – First step towards *Financial Inclusion*.
2. 1st Bank to open "*All Women Branch*" in August 1962.
3. 1st Bank to set-up "*Agricultural Finance Department*" to advance exclusively for agricultural purpose in the year 1964.
4. 1st Bank to design *Agri-card (Kisan Credit Card)* in the year 1967.
5. 1st Bank to sponsor *RRB - Prathama Bank* at Moradabad on 2nd October, 1975.
6. 1st Bank to start Rural Development and Self Employment Training Institute (RUDSETI) along with Sri Dharmasthala Manjunatheshwara Education Trust and Canara Bank.

The Bank is part of the league of Large and leading PSBs in the country with global business of ₹4,61,192 crores and having a strong base of over 46 Million customers. As on 31.03.2015, the Bank has its domestic presence with 3552 Branches spread across all geographical segments and one overseas Branch at London. Keeping customers' convenience in the fore front, the Bank provides a wide array of delivery channels that include 3427 ATMs covering 2126 centers across the country.

Key Financial Ratios:

BUSINESS PARAMETERS			
	Mar-13	Mar-14	Mar-15
Total Business (In Cr)	334779	388584	461192
Total Deposits (In Cr)	185356	212343	255388
Gross Advances (In Cr)	149423	176241	205804
Net Interest Income (In Cr)	5454	5540	5520
Non Interest Income (In Cr)	1174	1323	2109
Operating Profit (In Cr)	3450	3563	4007
Net Profit (In Cr)	2004	1711	1523
Cost of Deposit (%)	6.83	6.55	6.73
Yield on Advances (%)	10.51	9.59	9.34
Yield on Investments (%)	7.75	8.15	8.23
Cost of funds (%)	6.25	6	6.12
NIM (%)	3.19	2.79	2.38
VALUE CREATION TO STAKE HOLDERS			
	Mar-13	Mar-14	Mar-15
Return on Equity (%)	22.78	16.81	13.3
Return on Avg asset (%)	1.07	0.78	0.58
Earning per share (in Rs)	33.3	28.21	24.38
Book value (In Rs)	175.12	189.63	197.24



CRAR as per Basel III (%)	12.59	11.41	10.54
EMPLOYEE PRODUCTIVITY			
	Mar-13	Mar-14	Mar-15
No of Employees(in thousands)	26606	27222	29134
No of Branches	2934	3250	3552
Average Business per Employee (in Cr)	12.57	14.3	15.39
Net Profit per Employee (in Lakhs)	8.11	6.83	5.55

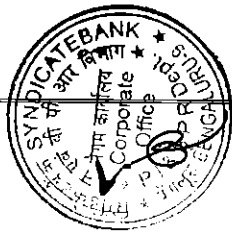
It is a matter of great satisfaction that our Bank is making steady progress over the years since inception. The banking environment is changing fast and is becoming more and more challenging. Emerging and challenging players made the competition tougher in recent years requiring the Bank to plan strategies ahead of time, so that the Bank can embark upon journey of success with even more vigour, strength and commitment.

Several IT initiatives have been undertaken which include bilingual screens are made available in ATMs of Hindi speaking areas. All the ATMs in the states of Karnataka and Kerala are having multi-lingual screens. Internet Banking facility user base now stands at 9.02 lacs as on 31.03.2015. NEFT/RTGS facility for transfer of funds, Railway Ticket reservation, Utility Bills payments, payment of various types of Taxes, VAT etc are being extended through Internet Banking channels. Bank has implemented Mobile Banking services, whereby customers can conduct their banking transactions through Mobile phones.

As a part of customer centric initiatives, the Bank has procured 100 numbers Bunch Note Acceptors (BNA), outsourced Switch Monitoring and Management services on 24 X 7 basis, procured Government Business Module (GBM) covering PPF, Senior Citizen Saving Schemes (SCSS), RBI Relief Bonds, OLTAS, EASIEST, collection of State Tax for various States etc. Bank has introduced Missed Call Banking facility for the customers to know the balance outstanding in their CASA Account.

Bank has a corporate agency tie up with the Life Insurance Corporation of India (LIC) and United India Insurance Company Ltd (UIICO) for distribution of life insurance products and General Insurance products respectively. Bank also offers life insurance cover under Group Policy to housing loan borrowers, educational loan borrowers, and savings account holders.

Bank has a fully owned subsidiary Synd Bank Services Limited located at Bengaluru and Manipal. They are providing certain ancillary services like sending notices and SMS on regular basis to NPA/SMA accounts, Help Desk facility for Internet Banking, Card personalization services, dispatch of Mobile Banking PINs to customers etc.,



OTHER INITIATIVES

ORGANISATIONAL RESTRUCTURING

Keeping in view the changing market environment and in order to ensure quick Turn Around Time for Credit and also to ensure Top Executives being close to customers and Branches, Bank has introduced the concept of "Field General Manager" so that organization will be better equipped in meeting their present and evolving needs and challenges. This strategy of organizational restructuring provides competitive edge by meeting the best practices and also brings in administrative efficiencies.

The Bank thus has a Head Office at Manipal, Corporate Office at Bengaluru and Treasury & International Banking Division at Mumbai at the apex level and 8 Field General Manager's Offices overseeing 50 Regional Offices controlling the Branches and Offices. Bank has a few Credit Processing Centres for efficient handling of Advances proposals and Service Branches catering the Clearing House and other services.

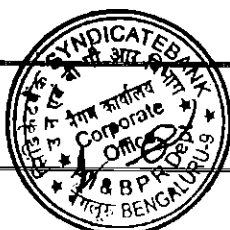
IMAGE BUILDING

As a part of Bank's brand building exercise and to harness its image, Bank has recently repositioned its logo by changing the colour patterns. The logo contains predominantly orange and yellow colours. Orange indicates Bank's vibrancy, competency and confidence through collective work and thinking. Yellow indicates innovation, backing the vibrancy and quick decision through collective work and thinking.

1.2 TECHNOLOGY ENVIRONMENT

Syndicate Bank has all its Branches on **Core Banking Solutions** provided by M/s. OFSS Ltd. and has a range of Customer centric and other solutions like:

- Full suite of Core Banking Solution
- Payment System like NEFT, NGRTGS, SWIFT, CTS etc.
- Alternate Delivery Channels viz. ATMs, Internet and Mobile Banking
- Mail Messaging
- SMS Alerts
- Synd Protect – 2 Factor Authentication using RSA secure ID and OTP for Internet Banking
- Missed Call Banking
- Synd e-passbook
- Synd Guide



2. SCOPE OF WORK FOR CONSULTANCY

Bank wishes to appoint a competent consultant to assist the Bank in designing and implementing changes in the Business process framework and Human Resource (HR) Development. The work in this programme will include understanding of the existing framework and also the working of the Bank. The objective is to achieve efficiency in business operations, higher employee productivity and improve turnaround time (TAT) in Key product & services offerings.

The entire project is expected to be completed in two parts with second part being taken up after completion of the pilot phase of the first part. Indicatively, the Part – 1 shall cover the aspects of BPR & Digital banking including establishment of shared service centres like Centralized Back Office, National Call Centre, and Loan Factories etc. The Part – 2 shall cover the aspects of Sales & CRM and HR Development.

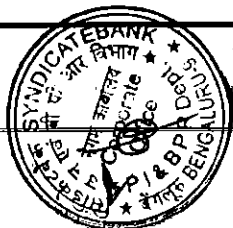
The Scope of the project shall include, but not limited to:

2.1 Business Process re-engineering

- i. Review of organizational structure to identify gaps & address loopholes for enhanced business performance, enhanced employee productivity and faster decision making
- ii. To identify and suggest functions & processes which could be centralized / decentralized
- iii. To prioritize centralized processes and define operating architecture of the same with an objective to deliver higher efficiency, productivity and service levels, including TAT.
- iv. Setting up of Centralized Back Office, National Call Centre, Loan Factories etc.
- v. Layout sequencing of processes for centralization, location selection, design and setup, detailing business requirements and IT solutions and laying out risk management, governance and escalation mechanisms
- vi. Initiate sequential rollout of pilots with 2-3 processes considered for each pilot, track implementation and refine the architecture by incorporating learnings from pilot launch
- vii. Exploring the scope for simplifying decision making processes for credit sanctions, deliveries, etc., and institutionalizing the same across the Bank:
- viii. Suggest ways and methods for setting up a Lean Branch Model upon introduction of digital banking architecture.

2.2 Digital Banking

- i. Assessment of exiting alternate channel architecture of the Bank vis-à-vis best practices followed by leading Banks and Benchmarking
- ii. Design strategies to leverage alternate channels and technology for business performance and generating fee based income



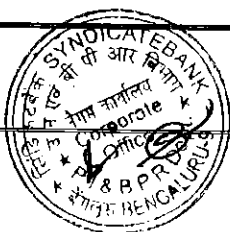
- iii. Develop approach for increasing alternate channel availability and designing a strong multi-channel digital proposition for customer migration towards such channels to ensure operational efficiency and customer convenience
- iv. Conduct detailed assessment of implication of such proposed strategy on current IT applications and scope for reduction in operating costs.
- v. Social Media strategy and implementation
- vi. Guidance / Best practice for use of cloud in a secured manner
- vii. Use of OPEX model for projects
- viii. Develop standard Service Level Agreement (SLA) and assist in automated SLA monitoring
- ix. Big data usage
- x. Digital Payment System / Mobile Purse

2.3 Sales and CRM

- i. Suggest and create a framework for establishing an analytics division for leveraging Bank's database towards acquisition, activation and engagement, value build-up and retention of customers; and also support targeted sales campaigns and marketing and measurement of campaign success
- ii. Segmentation of customer's profiles for marketing of leads and achievement of higher conversion rates from leads to sales
- iii. Develop an integrated multi-channel Lead Management System to drive new customer acquisition with features like workflow for process tracking, online approval, product comparison, customer service chat, etc., (segmentation of customers' profiles for marketing of leads, achievement of conversion rate of 40-50% from leads to sales)
- iv. Develop new way of doing sales and serving customers by developing in depth sales planning framework
- v. Define marketing as an organizational structure which would strategize, plan and ensure execution through the sales team
- vi. Lay down criteria and provide support in vendor evaluation and procurement of CRM software
- vii. Pilot the design and facilitate roll out across the Bank

2.4 Human Resource Development

- i. Suggest and help create an HR framework for a meritocracy-led organization, keeping employees motivated, engaged with the ultimate objective of becoming a 'Preferred Bank to work with'
- ii. Suggest ways and methods for improving efficiency of staff at Branches for enhanced employee productivity and reduced TAT
- iii. To revisit the manpower assessment mechanism and define suitable deployment / re-deployment policy to improve employee productivity



- iv. Taking forward initiatives and processes undertaken for Succession Planning, with particular attention to Leadership Development for critical roles
- v. Facilitate development and rollout of SLAs for the Bank's new operating architecture. Suggest ways and methods to optimize the utilization of Bank's existing Performance Management System
- vi. Review the Bank's existing training system and suggest ways to improve the same, more particularly, considering the advancements in technology
- vii. Layout an approach for training and change management at both Branches and shared service centers

The consultant(s) should assist transfer of knowledge to Bank's internal resources/ teams so as to enable the Bank to replicate the transformation process across the Bank. The consultant(s) is expected to train a central transformation team, provide required hand-holding support and develop tools (e.g. Manuals, MIS) to enable them to carry forward the transformation.

The consultant(s) should also carry out detailed documentation of the project covering all stages of the assignment in order to sustain the initiatives by the Bank's internal resources. The consultant(s) is expected to conduct pilot of the proposed changes / processes covering minimum 10% of the Bank Branches/Offices in at least 5 different geographies across India to test the new design and fine tune based on the experience gained.

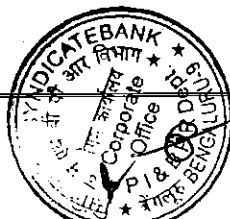
The Bank may if and when deemed fit during the tenor of the contract engage the bidder for consultancy on matters not expressly covered under this RFP after due negotiation for the efforts in terms of working days. The term "working day" means a calendar day effort for the team comprising of Senior, Middle and Junior level consultants of appropriate mix. The price for such consultancy will be based on the item no. "b" of the optional items as described in price bid (annexure E)

2.5 Time frame for the project:

The project period will be approximately 24 months, extendable for a period of 12 months, during which a dedicated project team has to work on site. The on-site Team shall consist of a judicious mix of Senior, Middle and Junior Executives.

On-site team of consultants shall work under the overall guidance and control of Top Executive of the Consultant Firm. As and when need arises, subject matter experts need to be present on site to supplement the efforts of the on-site Team.

During the said period of consultancy, the selected Agency will also guide and assist the Bank in defining the scope & eligibility for procuring relevant Hardware/Software/Services and implementing the same in a time bound manner. There will be penalty clause to ensure adherence to timelines.

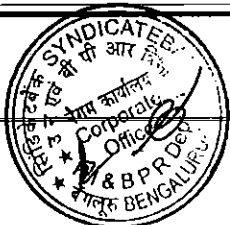


During the course of the project (or later), there might be related areas which the Bank would like the Consultant to take a look at more deeply than earlier envisaged. The Bank and the consultant should mutually agree on the additional resources required. The monthly fee levels would be proportionately scaled up in the ratio of the increase in the full time team deployed.

3.0 ELIGIBILITY CRITERIA, BID SYSTEM/PROCEDURE AND DOCUMENTATION

3.1 ELIGIBILITY CRITERIA

Sl. No.	Details	Support Documents to be submitted
1.	The Consultant should be a Government Organisation / Public Sector Unit / Partnership Firm / Private Limited Company / Public Limited Company registered or Incorporated in India. It should not be Individual / Proprietary Firm / HUF etc	Certified copy of the Certificate of Incorporation issued by the Registrar of Companies and Certificate of Commencement of business issued by the Registrar of Companies (For Public Limited Company).
2	Consulting Firm must have minimum 10 years of experience in advising Indian Public Sector Banks and Financial Institutions on matters of Organisational Transformation including Strategic Business and HR Excellence / Management in India	Client references from organizations, including one Public Sector Bank clearly indicating the scope of engagement and duration of engagement
3	The Consulting firm should have successfully concluded a minimum of three programmes in Public / Large Private Sector Banks (having at least 20000 employees on the rolls) in India on Long Term basis (More than 9 Months) on the areas mention above in Point no 2, in the last 10 years. They should have done at least one program on Organizational Transformation including Strategic Business and HR Excellence / Management in India in the past 2 years.	Client references from organizations clearly indicating the scope of engagement and duration of engagement / Purchase Order details.
4	The Consulting firm should have in-house capability to take up assignment on their own but not through any associates. Joint and collative Bids will not be accepted	Undertaking Letter
5	Declaration / self-affidavit by the bidding firms as to their technical suitability (Annexure - J and Annexure - L)	On company Letter head



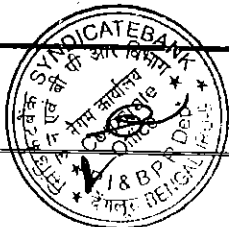
Sl. No.	Details	Support Documents to be submitted
6	The Bidder should be a profit making company/firm during at least 2 out of the immediate three consecutive financial years (2012-13, 2013-14, 2014-15)	Certified copies of Audited Financial Statements (and Annual Reports, if applicable) for the last three financial years. (Also furnish the information in Annexure-O)
7	The bidder should have an average turnover of ₹ 125.00 crores for the last three financial years and average Net worth of ₹ 45.00 crores	Certified copies of Audited Financial Statements or certificate from Auditors providing the Turn Over details for the last three years. (Also furnish the information in Annexure-O)
8	The Bidder should not have been black listed by any Govt. Financial Institutions/Banks/ Government/ Semi-Government departments/PSUs in India	A self declaration by the Bidder on Company's letter head.
9	The Bidder's Firm should not be owned or controlled by any Director or Employee (or Relatives) of Syndicate Bank	A self-declaration by the Bidder on Company's letter head.

Those who fulfill all the eligibility criteria as mentioned above are only eligible to take part in this Bid exercise. The bidder should submit their responses along with documentary proofs and self-declaration, where ever required for the above eligibility criteria. Proposals of those bidders, who do not fulfill the eligibility criteria as stated above fully, will be summarily rejected. *The firms meeting the eligibility criteria as laid out above will be taken forward to the next stage of Technical Evaluation*

ENVELOPE 1: (Eligibility Criterion) The requisite certificates and documents supporting the eligibility criterion should be submitted as per Annexure – I in Envelope – 1 separately to the Bank address whose details are furnished here below:

3.2 PRE-BID QUERIES

The Management Consultant should carefully examine, understand the scope and terms and conditions of the RFP and may seek clarifications, if required. The bidders in all such cases, seek clarification in writing in advance, in the same serial order of the RFP by mentioning the relevant Page number and clause number of the RFP. All communications regarding points requiring clarifications on doubts, if any, shall be given in writing to the General Manager, SyndicateBank, Product Innovation &BPR Department, Corporate Office, Gandhinagar, Bengaluru by the intending bidders before 01.00 PM on 18.09.2015. Queries should be submitted as per the format Annexure –O point No. 3.



3.3 TWO BID SYSTEM OFFER

The methodology of Bid system is Two Bid System i.e. Technical and Commercial Bids. On-line indicative commercial bids will be obtained from technically qualifying bidders and actual commercial bid will be obtained through the process of Reverse Auction.

3.3.1 FORMAT FOR TECHNICAL OFFER

The Technical offer should be made in an organized, structured and neat manner. Brochures / leaflets should not be submitted in loose form. The suggested format for submission of Technical Offer is as follows:

1. Earnest Money Deposit (EMD) – DD or Bank Guarantee as per Annexure-G kept in separate cover.
2. RFP Price (Demand Draft)
3. Offer covering letter as per Annexure-A
4. Approach, Methodology and Work plan as per Annexure-B
5. Proposed Team Profile as per Annexure-C
6. Staffing Schedule as per Annexure-D
7. Format of Price Bid as per Annexure-E (without Price information)
8. Proposed List of Key personnel as per Annexure-H

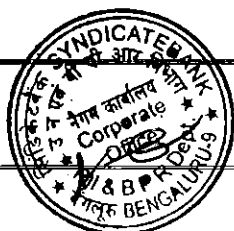
ENVELOPE-2: Technical Offer: (2 Copies i.e. Original and Duplicate)

The Technical Offer (TO) should be complete in all respects and should contain all information asked for, except prices. The Technical Offer should not contain any price information. The Technical Offer should be submitted in two copies (both in one closed envelope to the Bank (Marked as Original and Duplicate). The Technical Offer should indicate the ideas, solutions and processes suggested referring Para 2.0 of this RFP – Scope of Consultancy.

All the relevant pages of the proposal are to be numbered and signed by authorized signatory on behalf of the Management Consultancy firm. The number should be unique serial number across the document.

The proposal shall be in English language only. The email ID, phone / FAX numbers of the Management Consultancy firm shall also be indicated on the sealed cover.

EMD (DD/BG) and RFP price (DD) should be kept in original Technical Offer submitted to the Bank.



3.3.2 FORMAT FOR COMMERCIAL OFFER

The bidder is not required to submit the Price Bid, as Bank will be conducting the Reverse-auction from the technically responsive Bidders. Bidders are requested to go through 'Rules for Reverse Auction' as detailed in Annexure-K

Technical offers must be submitted separately in different envelopes. It may be noted that if any envelope is found to contain both Technical and Commercial Offers, such offers will be rejected. Offer should not be conditional in any manner and such conditional offer will be rejected.

The **TWO SEPARATE** sealed envelopes containing the Eligibility Criteria as per Annexure-I, Technical Offers must be submitted in two separate covers to the Bank directly as under:

ENVELOPE-1 : Eligibility Criteria as per Annexure - I

ENVELOPE-2 : Technical Offer: (2 Copies i.e. Original and Duplicate)

Each of the above set of Offer must be labeled with the following information:

1. Type of Offer (Technical or Commercial)
2. RFP Reference Number and Date
3. Due Date
4. Name of the Management Consultancy firm
5. Original / Duplicate

The duplicate Offer must be identical in all respects to the original submitted to the Bank and must contain all the above information specified.

Two copies of the Offer must be submitted at the same time, giving full particulars in two separate envelopes at the Bank's address given below on or before the date specified in this RFP:

Bank's Address

The General Manager
Syndicate Bank
Corporate Office, PI & BPR Department
2nd Cross, Gandhinagar, Bengaluru – 560 009

Offers received after the date and time specified for such receipt will be rejected. All envelopes should be securely sealed and stamped.



4.0 EVALUATION METHODOLOGY

4.1 Opening of Technical Offers

Technical Offers received within the prescribed date and time will be opened in the presence of Management Consultancy firm or its authorized representatives who choose to attend the opening of the offer on the date and time specified in this RFP document. The Management Consultancy firm or its authorized representative having photo identification, present shall sign a register of attendance. The representative has to submit an authority letter duly signed by the Management Consultancy firm, authorizing him to represent and attend the Bid opening on behalf of Management Consultancy firm.

4.2 Preliminary Scrutiny

The Bank will scrutinize the offers received to determine whether they are complete and as per RFP requirement, whether technical documentation as asked for and required, to evaluate the offer has been submitted, whether the documents have been properly signed and whether items are offered as per the RFP requirements. The Bank will inform the date, time and venue of presentation to the Management Consultancy firms.

The Bids will be technically evaluated to arrive at the technical scoring as per the scoring methodology specified below under Para-(4.2.1) TECHNICAL BID EVALUATION CRITERIA. The Bids which are securing the technical score of 70 or more marks out of a total of 100 marks are considered as technically qualified and only those technically qualified Bids will be further processed to find "Highest scoring Management Consultancy Firms" as per evaluation methodology specified in Para-(4.3.1) TECHNO COMMERCIAL EVALUATION CRITERIA. Bank however retains the right to lower the cut off score if adequate number of bids does not qualify with the minimum score specified above.

A list of Key personnel to be deployed for the project to be furnished with details of Name, Age, Qualification and Experience in Annexure –H. During the course of the presentation, the Bank has the right to interview the personnel, to decide to deploy in the project or not. The Bank shall reserve the right to seek the change of Resource personnel in case of need.

4.2.1 - TECHNICAL BID EVALUATION CRITERIA

A presentation before the selection committee of the Bank is to be made by the Management Consultancy firms on the Methodology/Approach, time frame for implementation of BPR activities in the Bank. The technical capabilities and competence of the Management Consultancy firm should be clearly reflected in the presentation.



Based on the details submitted by the Management Consultancy firms in the Technical Bid and the presentation made by them before the Selection Committee of the Bank, Technical Evaluation of the eligible Management Consultancy firms will be carried out as furnished below:

I. Experience of the Firm:

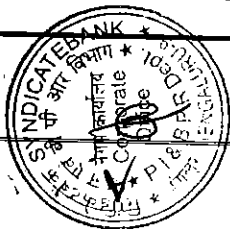
Sl. No	Criteria	Maximum Marks	Scored Marks
1.	Experience of working in India with Public Sector Banks and Public Sector Financial Institutions on Organizational Transformation including Strategic Business & HR Management in India. At least one programme must be there in each (Strategic Business and/or HR Management) of these areas. <i>Experience in both i.e. Strategic Business and HR management is must.</i>	<u>Scale of measurement –</u> <u>No of programmes completed up to:</u> 2 programmes -- 5 3 programmes-- 10 4 programmes-- 15 > 4 programmes -- 20	
	TOTAL	20	

II. Methodology, Work-plan and appreciation of context:

Sl. No	Criteria	Maximum Marks	Scored Marks
1.	Suitability of Solution	10	
2.	Delivery Excellence	10	
3.	Transition Management	10	
	TOTAL	30	

III. Transfer of Knowledge and enablement: (Subjective – care needed)

Sl. No	Criteria	Maximum Marks	Scored Marks
1.	Ideas to setup transfer machine plans consisting of employees for knowledge transformation and training	10	
	TOTAL	10	



IV. Suitability of key resources:

Sl. No	Criteria	Maximum Marks	Scored Marks
1.	Experience of the Team Leader in BPR activities in PSB – Qualification and relevant experience in BPR	10	
2.	Experience of key persons in BPR activities in PSB – Qualification and relevant experience in BPR	Scale of Measurement up to 2 Members: 5 Marks 3 Members: 10 Marks ≥4Members: 15 Marks	
3.	Feedback from the clients on the implementation of BPR activities in PSBs	5	
	TOTAL	30	

V Presentation by the Bidder

1	Presentation by the Bidder	Maximum 10 Marks	Scored marks
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Note: The total marks available for Technical evaluation of a proposal are 100. Minimum cut off mark required in the Technical evaluation is 70 out of 100. Firms scoring less than 70 marks in Technical evaluation shall not be considered for further evaluation. Bank however retains the right to lower the cut off score if adequate number of bids does not qualify with the minimum score specified above.



4.3. Reverse Auction

The Bids technically qualified as mentioned in Para 6.0 of this RFP will be informed for participating in Reverse Auction process. After Reverse Auction process, Bids are Techno-commercially evaluated by the Bank and the evaluation will take into account the following factors:

The bidder is not required to submit the Price Bid, as Bank will be conducting the Reverse-auction from the technically responsive Bidders. Bidders are requested to go through 'Rules for Reverse Auction' as detailed in Annexure-K

4.3.1- TECHNO-COMMERCIAL EVALUATION CRITERIA

This will be a techno commercial evaluation and accordingly the Technical evaluation will have 70% and Commercial evaluation shall have 30% weight-age. These weight-ages shall be taken into consideration for arriving at the Successful Management Consultancy firm. The evaluation methodologies vis-à-vis the weight-ages are as under:

Score (**S**) will be calculated for all technically qualified Management Consultancy firms using the following formula:

$$S = (T/T \text{ High} \times 70) + (C \text{ low}/C \times 30)$$

Where:

S = Score of the Management Consultancy Firm

T = Technical score of the Management Consultancy firm

T High = Highest Technical score of the Management Consultancy firm

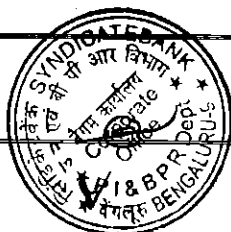
C = (C1 + C2) Quote of the Management Consultancy firm

C1 = Commercial quote of the Management Consultancy firm for 24 months period

C2 = Commercial Quote of the Management Consultancy firm for handholding with the Bank for a period of 12 months

C low = Lowest Quote of C among the Management Consultancy firms

The Management Consultancy firm securing the highest score becomes the Successful Management Consultancy firm.



5.0 SCHEDULE OF REQUIREMENTS

As specified in the Para 2.0 – **Scope of Consultancy** in this RFP document and deliverables like Project Management Document, Project Plan, Sample Consultancy Reports, Methodology adopted by the Management Consultancy firm in the Project Management etc. are to be submitted.

5.1 Terms and Conditions

Terms and conditions for the Management Consultancy firms who participate in this RFP are specified in Para 7 named “**Terms and Conditions**”. These terms and conditions are binding on all the Management Consultancy firms.

If the response contain any extraneous condition put in by the Management Consultancy firm, such responses may be disqualified and may not be considered for the selection process.

5.2 Offer validity period

The Offer should hold good for a period of 180 days from the date of opening of Commercial Offer.

5.3 Address for communication

All communication requiring clarification and doubts if any shall be given in writing to the General Manager, Syndicate Bank, Corporate Office, Product Innovation & BPR Department, 2nd Cross, Gandhinagar, Bengaluru – 560 009, Karnataka, India (email : copi&bpr@syndicatebank.co.in) by the intending Management Consultancy firm before 1.00 PM on 18.09.2015

5.4 Proposed Ownership

The proposal and all supporting documentation submitted by the Management Consultancy firm shall become the property of the Bank.

5.5 Modification and withdrawal of Offers

Management Consultancy firms are not allowed to modify their offers on their own, once submitted. However, Management Consultancy firms are allowed to withdraw their offers any time before the last date and time specified for receipt of such offers. No offer can be withdrawn by Management Consultancy firm after the closing date and time for submission of offers.



5.6 Clarification of Offers

To assist in the scrutiny, evaluation and comparison of offers, the Bank may ask some or all Management Consultancy firms for clarifications on the offers made by them. The request for such clarifications and the Management Consultancy firm's responses will necessarily be in writing and shall be received by the Bank before the date for submission of the queries as mentioned in the letter.

5.7 No commitment to accept Offer

The Bank is under no obligation to accept the highest scoring or any other offer received in response to this RFP and reserves its right to reject all the offers including incomplete offers without assigning any reason whatsoever.

5.8 Documentation

Technical information in the form of Brochures / Manuals must be submitted in support of the offer made. Certified copies of all documents / references / documentary proofs to be enclosed with the submission of the Technical Bid.

5.9 Submission of Technical details

It is mandatory to provide the Technical details in the exact format as specified in Para-5.1 of this RFP document. The Technical Bid should contain proposals, solutions for the area of work as enumerated in "Scope of Consultancy" Para-2 of this document, covering the conceptualization, design and implementation stages. Submission should clearly articulate the deliverables at the end of each phase of work. Details of similar type of work undertaken, particularly for Indian Public Sector Banks and Financial Institutions including other Indian and Global organizations should be highlighted. The profile of the key persons assigned to such projects and reference letters from such organizations may be enclosed with the "Technical Offer".

The Management Consultancy firms, should submit their plan of action solutions, ideas, deliverables with time lines to implement BPR activities at Branches, Retail Asset Hubs, SME Hubs at different centres and administrative offices in phases as mentioned in Para7.5 of this RFP encompassing the Scope of Consultancy as per Para 2.0.

The offer may not be evaluated / may be rejected by the Bank in case of non-adherence to the format or partial submission of Technical information as per the format given in the offer. The Bank shall not allow / permit changes in the Technical Offer after due date for submission of offers.



The Commercial Bid amount should cover for 24 months contract period (C1)

The Commercial Bid should also contain a separate amount quote for hand holding for a further period of 12 months if extended after the period of 24 months. (C2)

Statement or request for deviation in either Technical specifications or Terms and Conditions specified in this RFP should not form part of Commercial Offer. In case any Commercial Offer contains such request or submissions, the offer will be summarily be rejected without any further process or communication in this regard. Any Commercial Offer, which is conditional and / or qualified or subject to suggestions, will also be summarily be rejected. The format shall not be modified by the Management Consultancy firm and such changes in the format may lead to rejection of the Bid.

5.10 Erasures or Alterations

The offer containing erasures or alterations will not be considered unless authenticated by the Management Consultancy firm. There should be no hand written material, corrections or alterations in the offer. Technical details must be completely filled in. Correct technical information of the product being offered must be filled in. Filling up of the information using terms such as "OK", "ACCEPTED", "NOTED", "AS GIVEN IN BROCHURE / MANUAL" is not acceptable. The Bank may treat such offers as not adhering to the RFP guidelines and as unacceptable.

5.11 Location

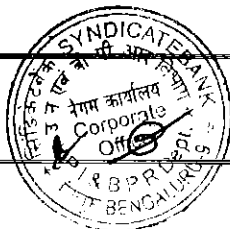
The base location for the project execution will be Bengaluru. The Management Consultancy firm is required to travel to other locations as part of the Consultancy services based on the need and as required after obtaining prior approval from the Bank. The Bank will pay Boarding, Lodging and Travel expenses as per rules applicable to Senior Management Officers of the Bank.

5.12 Costs and Currency

The offer be made in Indian Rupees only and inclusive of all Taxes, except Service Tax.

5.13 Fixed Price

The Commercial Offer shall be on a fixed fee basis, inclusive of all Taxes, levies. However, the above pricing shall be excluding Service Tax.



5.14 Price Comparison

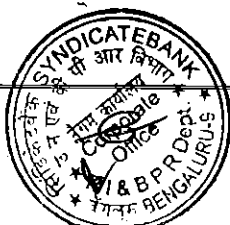
The Bank will consider the evaluation criteria (scoring) and TCC (Total Cost of Consultancy) furnished by the Management Consultancy firm in Commercial Offer for the purpose of evaluation.

5.15 Cost of RFP

RFP price of ₹25,000/- by way of Demand Draft favouring "Syndicate Bank, Corporate Office" payable at Bengaluru should be submitted along with the Technical Offer duly referring the RFP number RFP 001/CO:PI&BPR/BPR CONSULTANTS/Raj/2015-16. Offers made without RFP price will be rejected. The price of RFP is not refundable.

6.0 EARNEST MONEY DEPOSIT (EMD)

- a) The Management Consultancy firm should furnish as a part of its Bid, an Earnest Money Deposit (EMD) in the form of Demand Draft from any Scheduled Commercial Bank drawn in favour of "Syndicate Bank, Corporate Office" for an amount of ₹ 45,00,000/- (Indian Rupees Forty five Lakhs only) payable at Bengaluru or in the form of a Bank Guarantee (BG) issued by a Scheduled Commercial Bank in India other than Syndicate Bank in the format enclosed (Annexure-G), to be valid for a period of six months from the last date for submission of Bid Document, along with the Bid Documents.
- b) No Interest shall be payable on the EMD.
- c) EMD must be submitted in a separate cover marked "EMD" along with the Bid documents and should be kept inside the Technical Bid as stated in Para – 5.1 of this RFP. In the event of its not submission, the Bid will be rejected without any further correspondence, as non-responsive and the decision of the Bank in this regard will be final, conclusive and binding.
- d) Unsuccessful Management Consultancy firm's EMD will be discharged / returned 10 days after the Bank entering into Consultancy Agreement with the Successful Management Consultancy firm. The name of the Successful Management Consultancy firm shall be notified in the website.
- e) The EMD shall be forfeited
 - i. If a Bidder withdraws its Bid during the period of Bid validity; or
 - ii. If a Bidder fails to participate and quote price in Online Sealed bids or fails to login in Reverse Auction Process, or
 - iii. In case of a successful Bidder, if the Bidder fails:
 - iv. To accept Purchase Order,
 - v. To furnish Performance Security valid for 39 months within the stipulated time, or
 - vi. To supply the goods within the stipulated period. Or
 - vii. Fails to comply any terms of RFP or Purchase Order.



f) Any decision in this regard by the Bank shall be final, conclusive and binding on the Management Consultancy firm.

6.1 Address for placing the Order

Management Consultancy firm shall clearly indicate the communication address of their office, if the Management Consultancy firm emerges successful in the RFP process for placing the order under this RFP.

6.2 Publishing details of RFP

As per the extant policy and guidelines in vogue, the Bank shall be publishing the details of the RFP response and contracts awarded on the Bank's official website (www.syndicatebank.in) including the value of the contract.

7.0 TERMS AND CONDITIONS

7.1 Authorised Official

The proposal/ Bid being submitted would be binding on the Bidder. As such it is necessary that authorized personnel of the firm or organization sign the BID. The designated personnel should be authorized by a senior official of the organization having authority to do so. The same person or a different person should be authorized, who should have digital certificate issued in his name and should have authority to quote bid amount in on-line-seal bid and also quote offer price during on-line reverse auction. Details of digital certificate like Name, Digital Key details, issuing authority and validity etc to be provided.

The XEROX copy of necessary Original resolutions/authority/ Power of Attorney having authority to authorize the person to submit Bid documents/participate in on-line sealed bid and reverse auction, on behalf of the company shall be enclosed. The proposal must be accompanied with an undertaking letter duly signed by the designated personnel providing a Bid commitment. The letter should also indicate the complete name and designation of the designated personnel as per ANNEXURE- F.

7.2 Bank Reserves the Right to :

- Reject any or all responses received in response to the RFP
- Extend the time for submission for all proposals
- Cancel the RFP at any stage, without assigning any reason whatsoever
- Interview the personnel being deployed on the project



- Visit the place of work of the Management Consultancy firm
- Conduct an audit of the services provided by the Management Consultancy firm
- Ascertain information from the Banks and other institutions to which the Management Consultancy firms have rendered their services for execution of similar projects

7.3 Adherence to Standards

The Management Consultancy firm should adhere to the Laws of Land and Rules, Regulations and Guidelines prescribed by various Regulatory, Statutory and Government authorities.

7.4 Fixed Fee

It may be noted that the Bank will not pay any other amount / other expenses like travel and accommodation etc except the agreed professional fee and applicable Service Tax. The Management Consultancy firm is expected to quote Price in Indian Rupees for the services inclusive of all Taxes except Service Tax. The Bank will pay the Service Tax as per the rate applicable at the time of making payment. The TDS amount at prevailing rate and work contract Tax etc shall be deducted from the Management Consultancy firm payments. The Management Consultancy firm shall take into account all conditions and difficulties that may be encountered during the course of assignment, while quoting the rate.

7.5 Implementation of the Project and Terms of Payment

The payment of agreed professional fees will be released to the Selected Management Consultancy firm in phases on completion of activities and as per the progress in implementation of the project for which contract will be executed by the Bank with the Selected Management Consultancy firm. **There shall be no advance payments.**

The Bank envisages the consultants to be engaged in the programme for duration of 24 months. Consultant should propose in their submissions on delivering modules in phases with quantified benefits at the end of each stage. The activities of BPR and Digital Banking to run in parallel and Sales, CRM and HR development shall be taken up subsequent to the pilot implementation of the first set. Bidder may propose alternate methods however, the Bank retains the discretion to accept the proposition in full / part or to modify the same if so deemed fit.

The entire project is expected to be completed in two parts with second part being taken up after completion of the pilot phase of the first part. Indicatively, the Part – 1 shall cover the aspects of BPR & Digital banking including establishment of shared service centres like Centralized Back Office, National Call Centre, and Loan Factories etc. The Part – 2 shall cover the aspects of Sales & CRM and HR Development.



Phase I – Gap analysis and Design - (3 months): During this period, as mentioned earlier, consultants will be expected to assess the starting position on each of the items of the scope, identify relevant actions, and submit consolidated proposal suggesting plan for accomplishment of the programme enabling seamless launching and implementation. This phase shall cover both Part – I consisting of BPR and Digital Banking as well as Part – II comprising of Sales, CRM and HR development.

Payment – 10% of the Bid Amount for Mandatory Items shall be paid after completion of Reviewing and Redesigning the BPR activities proposed, specifying the deliverables submitted over a period of three months for implementation to the satisfaction of the Bank.

Phase II - Pilot - (6 months): During this period, pilot of proposed changes covered under Part – I specified above, including identifying appropriate initiatives on technology, branch level intervention, establishment of Shared Service Centres like National Call Centre, Centralized Back Office, Loan Factories etc.

Branch transformation model should be piloted in around 10% of the branches / Offices. Bank will work with the consultant to identify the branches for pilot.

Payment - On quarterly basis at the rate of 30% of the price relevant to Part – I, on the basis of deliverables of the project as per the work plan submitted by the Management Consultancy firm and completion of the same accepted by the Bank.

Phase III – Large scale roll out of recommendations across Bank (9 months): Branch transformation, SME lending and retail lending model etc. as defined under Part – I shall be rolled out in rest of the branches / Offices of the bank.

The pilot phase of Part – II viz. aspects covering Sales, CRM and HR recommendations should run in parallel during this period for 6 months in 10% of Offices / Branches.

Payment – on quarterly basis at the rate of 60% of the price for items under Part – I and 30% of the price relevant to Part – II on the basis of deliverables of the project as per the work plan submitted by the Management Consultancy firm and completion of the same accepted by the Bank. Phases of Part - I and Part - II are clubbed together to arrive at the quarter.

Phase IV – Large scale roll out of HR recommendations across all the Branches / Offices. This shall commence with the conclusion of its relevant pilot phase and extend for a period of 9 months. This shall also cover the full scale implementation of Sales and CRM recommendations.

This phase will also include training of Bank staff in adequate numbers and hands-on assistance in field level implementation across the country. Consultants should work with Bank team in



creating in house capability for managing the transformation, stabilizing the technology support, feedback and assessment on impact and course correction as required.

Payment – 60% of the price relevant to Part - II shall be paid on completion of the Project and on acceptance by the Bank.

Phase I			Pilot of Part - I						Full Roll out of Part - I														
									Pilot of Part - II						Full Roll out of Part - II								
1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24

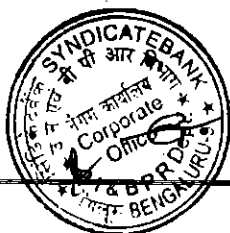
On completion of the 24 months, the Bank will have the discretion to continue the services of the consultancy firm for handholding for a further period of 12 months. The handholding shall mean review, advise and oversee the implementation of the BPR activities by the Management Consultancy firm during the roll out of the initiatives to the entire bank.

Retention Money: A total of 5% of the Bid Amount will be retained by the Bank as Retention Money and the amount retained shall be paid after three months of conclusion of the project after review and acceptance by the Bank for having completed the project as per the work plan submitted by the Management consultancy firm and accepted by the Bank. Such amounts will be retained from out of the payments due and payable as per the schedule described herein above.

The Management Consultancy firm will provide regular updates to the Bank by way of presentations.

Bank at its discretion, may continue the services of the Management Consultancy firm for handholding for further period of 12 months, payable on quarterly basis.

The handholding shall mean review, advise and overseeing the implementation of the BPR activities by the Management Consultancy firms during its implementation at remaining Branches, Central Processing Centers, Retail Asset Hubs, SME Hubs, Administrative and other units of the Bank by the Transformation team of the Bank. The Management Consultancy firm should provide work plan to carry out the BPR activities during handholding period. The handholding shall become complete only upon implementation of all activities of BPR in the Branches / Offices, Central Processing Centers, Retail Asset Hubs, SME Hubs etc. and confirmed by the Bank.



7.6 Professionalism:

The Management Consultancy firm should provide professional, objective and impartial advice at all times and hold the Bank's interests paramount and should observe the highest standard of ethics while executing the assignment.

7.7 Co-ordination:

The Management Consultancy firm who is awarded the order under the RFP required to co-ordinate with various division / department / controlling offices / branches and interacts with various department executives / official. In turn, Bank officials / executives may approach the Management Consultancy firm for consultancy services based on their requirements.

7.8 Start of Services:

The Management Consultancy firm shall be responsible for commencing the service under the RFP immediately on signing the agreement or such other commencement date decided and intimated by the Bank. The responsibility of collecting all the required information pertaining to the present systems of the Bank shall be with the selected Management Consultancy firm. Cost of any eligibility licenses / certificates / software / hardware etc. required to provide the consultancy services listed under "Scope of Consultancy" should be borne by the selected Management Consultancy firm.

The date of commencement of services shall be recorded mutually by the Bank and the Management Consultancy firm,

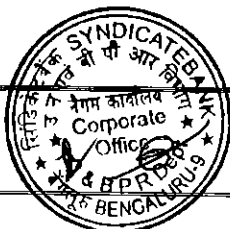
7.9 Contract Period:

The contract shall be for a period of 24 months from the date of signing the agreement.

Bank at its discretion may continue the services of the Management Consultancy firm for handholding for further period of not exceeding 12 months, payable on quarterly basis.

7.10 Substitution of Project Team Members:

During the assignment, the substitution of key staff (Team Leader and two senior members) identified for the assignment will not be allowed unless such substitution becomes unavoidable to overcome the undue delay or that such changes are critical to meet the obligation. In such circumstances, the Management Consultancy firm can do so only with the concurrence of the Bank in writing.



The Management Consultancy firm shall provide resources as per the experience submitted in the evaluation criteria till completion of the project. In case of replacement with the prior permission of the Bank, the changed resources shall also be of the same qualification and experience or more and shall be as per the evaluation criteria.

7.11 Sub-Contracting:

The selected Management Consultancy firm shall not subcontract or permit anyone other than its personnel to perform any of the work, service or other performance required under the contract. In case, any particular specialized service in the scope of consultancy requires subcontracting, only such activity, by providing such details to the Bank, can be subcontracted only with prior permission from the Bank in writing. However, any payment to such subcontract is to be paid by the Management Consultancy firm and the Bank will not pay any amount other than the fixed fee quoted for that particular assignment.

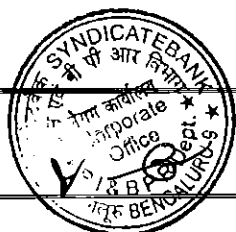
7.12 Assignment:

Neither the contract nor any rights granted under the contract be sold, leased, assigned, or otherwise transferred in whole or in part, by the selected Management Consultancy firm and any such attempted sale, lease, assignment or otherwise transfer shall be void and of no effect without the advance written consent of the Bank.

7.13 Penalty:

The Bank may charge penalty for any delay in the execution of the project due to reasons attributable to the Management Consultancy firm at the rate 1% per week of the amount payable for the delay in phases of implementation in terms of para 7.5 subject to a maximum of 10% of the contract value. The penalty will be calculated on the amount of fixed fee quoted for the assignment.

However, if there is a delay due to reasons attributable to the Bank, such period will be exempted from computation of delay for the purpose of this penalty. The bidder shall have to produce document showing "Reasons for delay to commence work" from the representatives of Syndicate Bank at respective locations. This, however, does not preclude the Bank from invoking the Performance Guarantee if warranted, as per the terms of this Bid Document



7.14 Cancellation of Contract and Compensation:

The Bank reserves the right to cancel the contract of and recover expenditure incurred by the Bank on the following circumstances:

- The selected Management Consultancy firm commits a breach of any of the terms and conditions of the bid / contract.
- The Management Consultancy firm goes into liquidation voluntarily or otherwise.
- The progress regarding execution of the contract, made by the selected Management Consultancy firm is found to be unsatisfactory.
- Any other reason attributable to the Management Consultancy firm.

After the award of the contract, if the selected Management Consultancy firm does not perform satisfactorily or delay execution of the contract, the Bank reserves the right to get the balance contract executed by another party of its choice by giving one months notice for the same. In such an event, the Management Consultancy firm is bound to make good the additional expenditure, which the Bank may have to incur for the execution of the balance of the contract.

The Bank reserves the right to recover any dues payable by the selected Management Consultancy firm from any amount outstanding to the credit of the selected Management Consultancy firm, including the pending bills and/or invoking Bank Guarantee, if any, under this contract or any other contract order.

7.15 Non-payment of Professional Fees:

If any of the items/activities/area of assignments as mentioned in the price bid are not taken up by the Bank during the course of the assignment, the Bank will not pay the professional fees quoted by the Management Consultancy firm in the Commercial Offer against such /activity/ item/assignment. In case any assignment is entrusted, the Bank will pay only to the executed part of assignment and rest of the assignment may be cancelled.

7.16 Termination:

The Bank reserves the right to terminate the contract without assigning any reasons by giving a prior notice of 30 days.

The Bank reserves its right to cancel the entire / unexecuted part of Purchase Order at any time without assigning appropriate reasons in the event of one or more of the following conditions:

- i. Delay in Implementation of the Project beyond the specified periods



- ii. Non satisfactory performance of the Project during implementation.
- iii. Failure to integrate / implement the project as per the requirements of the Bank.
- iv. Serious discrepancies noted in the implementation of the project
- v. Breaches in the terms and conditions of the Order.
- vi. Non satisfactory performance of the Project in terms of affecting the Core Systems of the Bank or the Core Business of the Bank and the functioning of the Branches/Offices of the Bank.

In addition to the cancellation of purchase order, the Bank reserves its right to invoke the Performance Bank Guarantee given by the bidder.

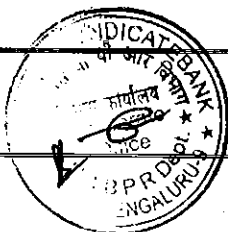
The bidder agrees that it shall not be relieved of its obligations under the reverse transition mechanism notwithstanding the termination of the assignment. Reverse Transition mechanism would typically include service and tasks that are required to be performed / rendered by the bidder to the Bank or its designee to ensure smooth handover and transitioning of Bank's deliverables. The reverse transition will be for the period of 3 months post the notice period.

Same terms (including payment terms) which were applicable during the term of the contract should be applicable for reverse transition services

The bidder agrees that after completion of the Term or upon earlier termination of the assignment the bidder shall, if required by the Bank, continue to provide warranty services to the Bank at no less favorable terms than those contained in this RFP. In case the bank wants to continue with the bidder's services after the completion of this contract then the bidder shall offer the same or better terms to the bank. Unless mutually agreed, the rates shall remain firm.

The Bank shall make such prorated payment for services rendered by the bidder and accepted by the Bank at the sole discretion of the Bank in the event of termination, provided that the bidder is in compliance with its obligations till such date. However, no payment for "costs incurred, or irrevocably committed to, up to the effective date of such termination" will be admissible. There shall be no termination compensation payable to the bidder.

Termination shall not absolve the liability of the Bank to make payments of undisputed amounts to the bidder for services rendered till the effective date of termination. Termination shall be without prejudice to any other rights or remedies a party may be entitled to hereunder or at law and shall not affect any accrued rights or liabilities or either party nor the coming into



force or continuation in force of any provision hereof which is expressly intended to come into force or continue in force on or after such termination.

7.17 Applicable Law and Jurisdiction of Court:

The Contract with the selected Management Consultancy firm shall be governed in accordance with the Laws of India and will be subject to the exclusive jurisdiction of Courts at Bangalore (with the exclusion of all other Courts).

7.18 Execution of SLA/NDA:

The Management Consultancy firm should execute (a) a Service Level Agreement, which would include all the services and terms and conditions of the services to be extended as detailed in the RFP and as may be prescribed by the Bank regarding deliverables and)b) Non-disclosure Agreement. The Management Consultancy firm should execute the SLA and NDA after acceptance of purchase order.

7.19 Confidential information:

Confidential information is any and all proprietary information, Bank data, customer lists, customer information, account information and business information regarding business planning and operations of Bank or any or any other information or data whether such data is permanent or otherwise disclosed by the Bank. Confidential information does not include information that is or becomes available to the recipient prior to the party providing such information or is public information in accordance with the applicable laws. Software in human-readable form (e.g. source code) and the Bank's data values stored in computers will be considered confidential information whether or not marked as such.

As the successful Management Consultancy firm will have access to Bank specific information/acquire business related knowledge which are sensitive, confidential, etc., the Management Consultancy firm is required to sign confidentiality (Non-Disclosure) agreement not to disclose or part with any information relating to the Bank or its customers, vendors, etc. to any person/s for any reason whatsoever. The successful Management Consultancy firm shall also undertake to keep confidential all confidential information (written or oral) even after the termination of the Contract concerning all facts of the business of the Bank, which has been obtained or understood during the course of the assignment.

The bidder shall not publish or disclose in any manner, without the Bank's prior written consent, the details of any security safeguards designed, developed, or implemented by the bidder under this contract or existing at any Bank location. The bidder shall develop procedures



plans to ensure that IT resources leaving the control of the assigned user (such as being reassigned, removed for repair, replaced, or upgraded) are cleared of all Bank data and sensitive application software. The bidder shall also ensure that all subcontractors who are involved in providing such security safeguards or part of it shall not publish or disclose in any manner, without the Bank's prior written consent, the details of any security safeguards designed, developed, or implemented by the bidder under this contract or existing at any Bank location.

The Selected Bidder shall not, without the Bank's prior written consent, disclose any specification, plan, drawing, pattern, sample, or information furnished by or on behalf of the Bank in connection therewith, to any person other than a person employed by the Bidder in the performance of the work assigned to them. The Selected Bidder shall be required to sign a Non-Disclosure Agreement with the Bank (Annexure – N).

7.20 Compliance with Statutory and Regulatory Provisions:

The selected Management Consultancy firm shall comply with all statutory and regulatory provisions while undertaking the services mentioned in this RFP.

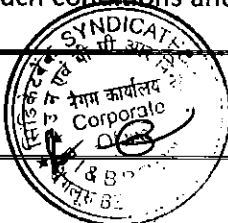
7.21 Publicity:

Any publicity by the selected Management Consultancy firm in which the name of the Bank is to be used should be done only with the explicit written permission of the Bank.

7.22 Force Majeure:

The parties shall not be liable for default or non-performance of the obligations under the contract, if such default or non-performance of the obligations under this contract is caused by any reason or circumstances or occurrences beyond the control of the parties. i.e. Force Majeure.

i. i. The bidder shall not be liable for forfeiture of its performance security, liquidated damages or termination for default, if and to the extent that its delay in performance or other failure to perform its obligations under the contract is due to an event of force Majeure. For purposes of this Clause, "Force Majeure" means an event beyond the control of the bidder and not involving the bidder's fault or negligence and not foreseeable. Such events may include, but are not limited to, Acts of nature or of public enemy, acts of Government of India in their sovereign capacity, acts of war, and acts of the Bank either in fires, floods, strikes, lock-outs and freight embargoes. ii. If a Force Majeure situation arises, the bidder shall promptly notify the Bank in writing of such conditions and the cause thereof immediately. Unless otherwise directed by the



Bank in writing, the bidder shall continue to perform its obligations under the Contract as far as it is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.

iii. In such a case, the time for performance shall be extended by a period(s) not less than the duration of such delay. If the duration of delay continues beyond a period of three months, the Bank and the bidder shall hold consultations with each other in an endeavor to find a solution to the problem.

iv. Notwithstanding the above, the decision of the Bank shall be final and binding on the bidder

7.23 Resolution of Disputes:

The Bank and the selected Management Consultancy firm shall make every effort to resolve amicably, by direct informal negotiation, any disagreement or dispute arising between them under or in connection with the contract. If after thirty days from the commencement of such informal negotiations, the Bank and the selected Management Consultancy firm have been unable to resolve amicably a contract dispute; either party may require that the dispute be referred for resolution by formal arbitration.

All disputes, differences or question which may at any time arise between the parties hereto or arising out of this contract or the subject matter thereof shall be referred to the arbitrators; one arbitrator to be nominated by the Bank and other to be nominated by the Management Consultancy firm. Both the arbitrators shall nominate third arbitrator i.e. principal arbitrator. The decision of the said arbitrators shall be final and binding on the parties. The proceedings of arbitrations shall be governed by the provisions of Arbitrations & Conciliation Act – 1996, the same shall be in English Language and the venue of arbitration shall be at Bangalore.

7.24 INDEMNITY:

i. The selected bidder shall indemnify, protect and save the Bank against all claims, losses, costs, damages, expenses, action suits and other proceedings, resulting from infringement of any law pertaining to patent, trademarks, copyrights, Intellectual Property Rights (IPR) etc.

ii. Selected Bidder shall keep the Bank, its Successors, Assignees and Administrators fully indemnified and harmless against loss or liability, claims actions or proceedings, if any, that may arise from whatsoever nature caused to the Bank through the action of its employees, agents, contractors, subcontractors etc.

iii. The indemnification is only a remedy for the Bank. The Selected Bidder is not absolved from its responsibility of complying with the statutory obligations as specified above. Indemnity



would be limited to court awarded damages and shall exclude indirect, consequential and incidental damages. However, indemnity would cover damages, loss or liabilities suffered by the Bank arising out of claims made by its customers and/or regulatory authorities.

iv. However, the Selected Bidder would be given an opportunity to be heard by the Bank prior to making of a decision in respect of such loss or damage.

7.25 LIABILITY OF THE SELECTED BIDDER:

i. Bank shall hold the selected bidder, its Successors, Assignees and Administrators fully liable against loss or liability, claims, actions or proceedings, arising out of non-fulfillment of any obligations under the Contract.

ii. Selected Bidder shall be the principal employer of the employees, agents, contractors, subcontractors etc. engaged by Selected Bidder and shall be vicariously liable for all the acts, deeds or things done by its employees, agents, contractors, sub-contractors etc., whether the same is within the scope of power or outside the scope of power, vested or instructions issued by the Bank under the Contract to be issued for this tender.

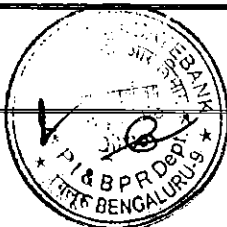
iii. Such liability of the Selected Bidder will be restricted to the actual amount of the Contract.

iv. However, the selected bidder would be given an opportunity to be heard by the Bank prior to making of a decision in respect of such loss or damage.

7.26 COMPLIANCE WITH LAWS

i. Compliance with all applicable laws: The bidder shall undertake to observe, adhere to, abide by, comply with and notify the Bank about all laws in force or as are or as made applicable in future, pertaining to or applicable to them, their business, their employees or their obligations towards them and all purposes of this tender and shall indemnify, keep indemnified, hold harmless, defend and protect the Bank and its employees/officers/staff/personnel/representatives/agents from any failure or omission on its part to do so and against all claims or demands of liability and all consequences that may occur or arise for any default or failure on its part to conform or comply with the above and all other statutory obligations arising there from.

ii. Compliance in obtaining approvals/permissions/licenses: The bidder shall promptly and timely obtain all such consents, permissions, approvals, licenses, etc., as may be necessary or required for any of the purposes of this project or for the conduct of their own business under any applicable Law, Government Regulation/Guidelines and shall keep the same valid and in force during the term of the project, and in the event of any failure or omission to do so, shall



indemnify, keep indemnified, hold harmless, defend, protect and fully compensate the Bank and its employees/ officers/ staff/ personnel/ representatives/agents from and against all claims or demands of liability and all consequences that may occur or arise for any default or failure on its part to conform or comply with the above and all other statutory obligations arising there from and the Bank will give notice of any such claim or demand of liability within reasonable time to the Bidder.

8.0 Disclaimer:

This document is meant for the specific use by an organization/person/s interested to participate in the current Bidding process. This document in its entirety is subject to Copyright laws. SyndicateBank expects the Consultancy firms or any persons acting on behalf of the Consultancy firms to strictly adhere to the instructions given in the document and maintain confidentiality of information.

This RFP document is not an agreement and is not an offer or an invitation by SyndicateBank to any party other than applicants who are qualified to submit the bids (Consultancy firms). It contains statements derived from information that is believed to be reliable at the date obtained but does not purport to provide all of the information that may be required to enable an intending contracting party to determine whether or not to enter into a contract or arrangement with the Bank in relation to this provision of services. Neither the Bank nor any of its employees, agents, contractors or advisers given any representation or warranty, express or implied as to the accuracy or completeness of any information or statement given or made in this RFP document. Neither the independent audit nor verification / due diligence in relation to the contents of any part of the RFP document. The Bank may in its absolute discretion but without being under any obligation to do so, update, amend or supplement the information in this RFP.

8.1 COSTS BORNE BY RESPONDENTS:

All costs and expenses (whether in terms of time or money) incurred by the recipient / respondent in any way associated with the development, preparation and submission of responses, including but not limited to attendance at meetings, discussions, presentations, etc. and providing any additional information required by the Bank, will be borne entirely and exclusively by the recipient / respondents.



8.2 NO LEGAL RELATIONSHIP:

There is no legal relationship existing between the Bank and any of the respondents until execution of a valid contractual agreement to the satisfaction of the Bank.

8.3 RECIPIENT OBLIGATION TO INFORM ITSELF:

The recipient must apply its own care and conduct its own analysis regarding any information contained in this RFP document and meaning and impact of that information.

8.4 ERRORS AND OMISSIONS:

Each respondent should notify the Bank of any error, fault, omission or discrepancy found in this RFP document but not later than six days from the date of issue of this RFP.

8.5 ACCEPTANCE OF TERMS:

The respondent will, by responding to this RFP, be deemed to have accepted the terms as stated in this RFP document.

8.6 RFP RESPONSE TERMS:

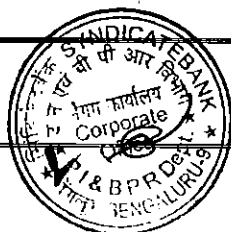
Lodgment of RFP response terms should be guided by the following paras:

8.6.1 RFP Closing date:

The response to this RFP document should be submitted to the Bank as per detail given in Para 4 of this RFP document on or **before 03.00 pm on 03.10.2015**. At any time prior to this closing time of submission of the bids, the Bank, for any reason, whether on its own initiative or in response to a clarification requested by a prospective Management Consultancy firm, may modify this RFP, by amendment. Notification of the amendments will be posted on the Bank's website. In order to allow the prospective Management Consultancy firms, reasonable time to take into account, the amendments, if any, in preparing the bids, the Bank at its discretion may reasonably extend the closing date and time of this RFP document.

8.6.2 Submission to Bank:

The response to this RFP should be submitted to the Bank as per detail given in Para 4 of this RFP document. The Bank reserves the right to reject the bids not conforming to the guidelines as specified in Para 4 of this RFP. Only paper copy of the technical bid completed in all respect, as per the guidelines provided in this RFP document be submitted to the Bank.



8.6.3 Registering of RFP:

The Bank will register the responses received against this RFP document by making entries in a separate register kept for the purpose, upon receiving a RFP response. The response to this RFP must contain all documents, information and detail required by this RFP document. If the submission this RFP does not include all the document and information required or is incomplete or submission is through e-mail / fax; such response are liable to be summarily rejected.

All submissions, including any accompanying documents, will become the property of the Bank. The respondent shall be deemed to have licensed and granted all rights to the Bank to reproduce the whole or any part of their submission for the purpose of evaluation, to disclose the contents of the submission to other respondents, who have registered a submission and to disclose and/or use the contents of the submission as the basis for any resulting RFP process., notwithstanding any copyright or patent of the respondent in the submission and/or accompanying documents.

Recipient / Respondents are required to direct all communications for any query / clarification relation to this RFP to the official of the Bank, as specified in Para 5.7 of this RFP either in writing or through e-mail only. All such queries / clarifications received up to the date specified in this RFP will only be entertained by the Bank. The bank will try to reply, without any obligation in respect thereof, every reasonable query raised by the Recipient / Respondents in the manner specified. Bank, in its sole and absolute discretion deems that the originator of a query clarification will gain advantage by a response to a question, and then Bank reserves the right to communicate such responses to all the respondents.

8.6.4 NO COMMITMENT TO ACCEPT LOWEST OR ANY OFFER/BID:

Bank shall be under no obligation to accept the lowest or any other offer received in response to this offer notice and shall be entitled to reject any or all offers without assigning any reason whatsoever. Bank has the right to re-issue tender/bid. Bank reserves the right to make any changes in the terms and conditions of RFP that will be informed to all bidders. Bank will not be obliged to meet and have discussions with any bidder, and/or to listen to any representations once their offer/bid is rejected. Any decision of Bank in this regard shall be final, conclusive and binding upon the bidder.

8.7 DISQUALIFICATION:

Any form of canvassing / lobbying / influence / query regarding status etc will be liable for disqualification



The dates mentioned under 'Key Dates' at the beginning of this RFP are tentative dates and the respondent acknowledges that it cannot hold the Bank responsible for breach of any of the dates.

Note: Management Consultancy firms can depute their authorized representative (only one) to attend the bid opening process. No separate intimation will be given in this regard to the Management Consultancy firms. The representative, so deputed will be required to carry an authorization for the same on the letter head of the bidding organization.

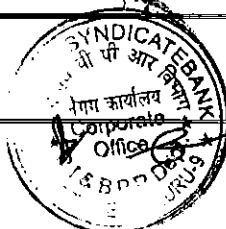
9 GENERAL CONDITIONS :

9.1 Intellectual Property Rights:

9.1.1 Management Consultancy firm warrants that the inputs provided shall not infringe upon any third party intellectual property rights, including copy rights, patents and other intellectual property rights of any nature whatsoever. Management Consultancy firm warrants that the deliverables shall not infringe upon any third party intellectual property rights, including copy rights, patents and other intellectual property rights of any nature whatsoever.

9.1.2 In the event that the Deliverables become the subject of claim of violation or infringement of a third party's intellectual property rights, Management Consultancy firm shall at its choice and expense: (a) procure for Bank the right to continue to use such deliverables; (b) replace or modify such deliverables to make them non-infringing, provided that the same function is performed by the replacement or modified deliverables as the infringing deliverables; or (c) if the rights to use cannot be procured or the deliverables cannot be replaced or modified, accept the return of the deliverables and reimburse bank for any amounts paid to Management Consultancy firm for such deliverables, along with the replacement costs incurred by Bank for procuring an equivalent equipment in addition to the penalties levied by Bank. However, Bank shall not bear any kind of expense, charge, fees or any kind of costs in this regard. Notwithstanding the remedies contained herein, the Management Consultancy firm shall be responsible for payment of penalties in case service levels are not met because of inability of the bank to use the proposed solution.

9.1.3 The Management Consultancy firm acknowledges that business logics, work flows, delegation and decision making processes of Bank are of business sensitive nature and shall not be disclosed/referred to other clients, agents or distributors of the Management Consultancy firm.



10.0 Indemnity:

The Management Consultancy firm shall keep and hold the Bank indemnified and harmless from time to time and at all times against all actions, proceedings, claims, suits, liabilities (including statutory liability), penalties, demands, charges, costs (including legal costs) and expenses, damages, losses and any other expenses which may be caused to or suffered by or made or taken against the Bank arising out of :

The breach, default or non-performance of undertakings, warranties, covenants or obligations by the Management Consultancy firm;

Any contravention or Non-compliance with any applicable laws, regulations, rules statutory or legal requirements by the Management Consultancy firm;

Further, the Management Consultancy firm shall indemnify, protect and save the Bank against all claims, losses, costs, damages, expenses, action suits and other proceedings, resulting from infringement of any law pertaining to patent, trademarks, copyrights, etc. or such other statutory infringements in respect of Health Insurance products offered by the Management Consultancy firm

All indemnities shall survive notwithstanding expiry or termination of the contract and Management Consultancy firm shall continue to be liable under the indemnities.

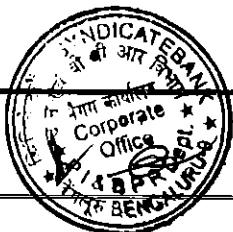
An indemnity bond, as per Bank's format, has to be submitted by the successful Management Consultancy firm.

11.0 Inspection of Records:

Bank at its discretion may verify the records or appoint third party for verification of records and the Management Consultancy firm shall extend all cooperation in this regard. Reserve Bank of India and other regulatory authorities may also conduct inspection of the services provided by the respondent to the Bank.

12.0 Amendments to the Agreement:

Once contract agreement and Service Level agreement (SLA) are executed with the Management Consultancy firm, no amendments or modifications of Agreement and no waiver of any of the terms or conditions hereof shall be valid or binding unless made in writing.



13.0 General Contract Agreement Conditions:

- 13.1 No forbearance, indulgence, relaxation or inaction by any Party (Bank or Management Consultancy firm) at any time to require the performance of any provision of Agreement shall in any way affect, diminish, or prejudice the right of such Party to require the performance of that or any other provision of Agreement.
- 13.2 No waiver or acquiescence of any breach or any continuing or subsequent breach of any provision of Agreement shall be construed as a waiver of any right under or arising out of Agreement or an acquiescence to or recognition of any right and/or any position other than that expressly stipulated in the Agreement.
- 13.3 All remedies of either Bank or Management Consultancy firm under the Agreement whether provided herein or conferred by statute, civil law, common law, custom, or trade usage, are cumulative and not alternative may be enforced successively or concurrently.
- 13.4 If any provision of Agreement or the application thereof to any person or Party (Bank / Management Consultancy firm) is or becomes invalid or unenforceable or prohibited by law to any extent, this Agreement shall be considered divisible as to such provision, and such provision alone shall be inoperative to such extent and the remainder of the Agreement shall be valid and binding as though such provision had not been included. Further, the Parties (Bank / Management Consultancy firm) shall endeavor to replace such invalid, unenforceable or illegal provision by one that is valid, enforceable, and legal and achieve substantially the same economic effect as the provision sought to be replaced.
- 13.5 None of the provisions of Agreement shall be deemed to constitute a partnership between the parties (Bank /Management Consultancy firm) and neither Party (Bank /Management Consultancy firm) shall have any right or authority to bind the other as the other's agent or representative and no Party shall be deemed to be the agent of the other in any way.
- 13.6 Agreement shall not be intended and shall not be construed to confer on any person other than the Parties (Bank /Management Consultancy firm) hereto, any rights or remedies herein.



- 13.7 Agreement shall be executed in English language in 1 (one) original, the Bank receiving the duly signed original and Management Consultancy firm receiving the duly attested photocopy.

14.0 Negligence

In connection with the work or contravenes the provisions of General Terms, if the selected Management Consultancy firm neglects to execute the work with due diligence or expedition or refuses or neglects to comply with any reasonable order given to him in writing by the Bank, in such eventuality, the bank may after giving notice in writing to the selected Management Consultancy firm calling upon him to make good the failure, neglect or contravention complained of, within such times as may be deemed reasonable and in default of the firm liable for the damages that the Bank may sustain in this behalf. Thereafter, the Bank may make good the failure at the risk and cost of the selected Management Consultancy firm.

15.0 Responsibility for completeness:

- 15.1 The Management Consultancy firm shall ensure that the Solution provided meets all the technical and functional requirements as envisaged in the scope of the RFP.

16.0 Responsibilities of the Management Consultancy firm:

By submitting a signed bid / response to this RFP the Management Consultancy firm certifies that:

- 16.1. The Management Consultancy firm has arrived at the prices in its bid without agreement with any other Management Consultancy firm of this RFP for the purpose of restricting competition.
- 16.2. The prices in the bid have not been disclosed and shall not be disclosed to any other Management Consultancy firm of this RFP.
- 16.3. No attempt by the Management Consultancy firm to induce any other Management Consultancy firm to submit or not to submit a bid for restricting competition has occurred.
- 16.4. Each Management Consultancy firm must indicate whether or not they have any actual or potential conflict of interest related to contracting services with Bank. In case such

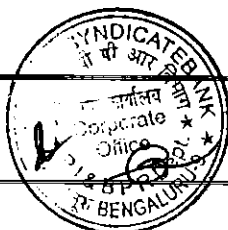


conflicts of interest do arise, the Management Consultancy firm must indicate the manner in which such conflicts can be resolved.

- 16.5. The Management Consultancy firm represents and acknowledges to the Bank that it possesses necessary experience, expertise and ability to undertake and fulfill its obligations, under all phases involved in the performance of the provisions of this RFP. The Management Consultancy firm shall be required to independently arrive at a solution, which is suitable for the Bank, after taking into consideration the effort estimated for implementation of the same. If any services, functions or responsibilities not specifically described in this RFP are an inherent, necessary or customary part of the deliverables or services and are required for proper performance or provision of the deliverables or services in accordance with this RFP, they shall be deemed to be included within the scope of the deliverables or services, as if such services, functions or responsibilities were specifically required and described in this RFP and shall be provided by the Management Consultancy firm at no additional cost to the Bank. The Management Consultancy firm also acknowledges that the Bank relies on this statement of fact, therefore neither accepting responsibility for, nor relieving the Management Consultancy firm of responsibility for the performance of all provisions and terms and conditions of this RFP, the Bank expects the Management Consultancy firm to fulfill all the terms and conditions of this RFP.

17.0 Corrupt and Fraudulent Practices

- 17.1. As per Central Vigilance Commission (CVC) directives, it is required that Management Consultancy firms / Suppliers / Contractors observe the highest standard of ethics during the procurement and execution of such contracts in pursuance of this policy:
- 17.2. "Corrupt Practice" means the offering, giving, receiving or soliciting of anything of values to influence the action of an official in the procurement process or in contract execution AND
- 17.3. "Fraudulent Practice" means a misrepresentation of facts in order to influence a procurement process or the execution of contract to the detriment of the Bank and includes collusive practice among Management Consultancy firms (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive the Bank of the benefits of free and open competition.



- 17.4. The Bank reserve the right to reject a proposal for award if it determines that the Management Consultancy firm recommended for award has engaged in corrupt or fraudulent practices in competing for the contract in question.
- 17.5. The Bank reserve the right to declare a firm ineligible, either indefinitely or for a stated period of time, to be awarded a contract if at any time it determines that the firm has engaged in corrupt or fraudulent practices in competing for or in executing the contract.

18.0 Vicarious Liability

The selected Management Consultancy firm shall be the principal employer of the employees, agents, contractors, subcontractors, etc., engaged by the selected Management Consultancy firm and shall be vicariously liable for all the acts, deeds, matters or things, whether the same is within the scope of power or outside the scope of power, vested under the contract. No right of any employment in the Bank shall accrue or arise, by virtue of engagement of employees, agents, contractors, subcontractors, etc., by the selected Management Consultancy firm, for any assignment under the contract. All remuneration, claims, wages dues, etc., of such employees, agents, contractors, subcontractors, etc., of the selected Management Consultancy firm, shall be paid by the selected Management Consultancy firm alone and the Bank shall not have any direct or indirect liability or obligation, to pay any charges, claims or wages of any of the selected Management Consultancy firm's employees, agents, contractors, subcontractors, etc. The selected Management Consultancy firm shall agree to hold the Bank, its successors, assigns and administrators fully indemnified, and harmless against loss or liability, claims, actions or proceedings, if any, whatsoever nature that may arise or caused to the Bank through the action of selected Management Consultancy firm's employees, agents, contractors, subcontractors, etc.



(Atul Kumar)

GENERAL MANAGER



ANNEXURE - A

Offer Covering Letter

Date:

Offer Reference No:

To:

The General Manager
Syndicate Bank, Corporate Office
Product Innovation & BPR Department
2nd Cross, Gandhinagar
Bengaluru – 560 009

Dear Sir,

Sub: RFP Reference No. RFP 001/CO:PI&BPR/BPR CONSULTANTS/RAJ/2015-16 dated 10.09.2015 (Appointment of Management Consultancy firm for assisting the Bank in implementation of Business Process Re-engineering)

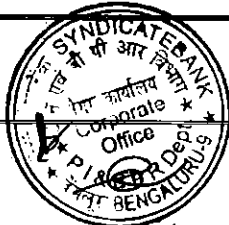
Having examined the above RFP including all Annexures, the receipt of which is hereby duly acknowledged, we, the undersigned, offer to undertake the services in conformity with the said RFP in accordance with the Prices indicated in the Commercial Offer and made part of this Bid.

If our Offer is accepted, we undertake to provide service as a Management Consultancy firm for implementation of Business Process Re-engineering to be undertaken by the Bank for a period of 24 months and at the instance of the Bank, extend by a period not exceeding 12 months from the date of commencement of services.

We agree to abide by this offer till 180 days from the date of Commercial Offer opening and our offer shall remain binding upon us and may be accepted by the Bank any time before expiry of that period.

Until a formal contract is prepared and executed, this offer together with the Bank's written acceptance thereof and the Bank's notification of award, shall constitute a binding contract between us.

We confirm that we have not made any changes in the offer documents, except for filling in appropriate columns.

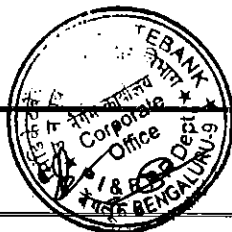


We confirm that our Company / firm has not been black listed / barred any Regulator / Statutory Body and / or Public Sector Undertaking.

We confirm that our Company / firm do not have any pecuniary liability nor any judicial proceedings or any restraint restricting us in fulfilling the consultancy services.

We understand that the Bank is not bound to accept the offer and the Bank has right to reject the offer in full or part without any assigning any reasons, whatsoever.

Seal and Signature of the Management Consultancy firm



ANNEXURE – B**Approach, Methodology and Work Plan**

The Management Consultancy firm should submit the Approach, Methodology and work plan in one comprehensive document. The submission should highlight Management Consultancy firm's primary hypothesis regarding the issues and their potential solutions. It should highlight the methodology for enablement and engagement proposed to be deployed. The work plan should also cover ideas, suggestions institutionalization of change with time line. **Mile stones and deliverables should be clearly laid out.** Team structure and staffing pattern should be highlighted clearly in the light of Bank's stipulation for deploying a team of appropriate quality and number of resources during the various phases of the project stated here.

The entire project is expected to be completed in two parts with second part being taken up after completion of the pilot phase of the first part. Indicatively, the Part – 1 shall cover the aspects of BPR & Digital banking including establishment of shared service centres like Centralized Back Office, National Call Centre, and Loan Factories etc. The Part – 2 shall cover the aspects of Sales & CRM and HR Development.

I Phase - (3 months):

- The Phase - I to be completed within 3 months
- Analyse the existing processes prevailing in the Bank and submit the redesigned processes proposed, to the Bank for consent every month
- On receipt of each proposed processes (monthly) Bank shall review the same, convey its acceptance for implementation

II Phase - (6 months)

- Setting up of Centralized Back Office, National Call Centre, Loan Factories etc.
- On a pilot basis assist the Bank to implement the process redesigned / re-engineered
 - a) Covering 10% of the total Branches across the Bank. List of the Branches will be decided in consultation with the Successful Management Consultancy firm.
 - b) at specified number of Central Processing Centers like Retail Asset Hub, SME Hub, Central Processing Center for liability products (Number of units to be specified by the Management Consultancy firms in Technical presentation) and
 - c) in specified number of Administrative units at different centers (Number of units to be specified by the Management Consultancy firms in Technical presentation)
- Review the existing process and suggest strategies for improving activities mentioned in Scope of Consultancy and submit to the Bank for review and consent.



- The review by the Bank shall be on an ongoing basis.
- The activities covering the Scope of Consultancy (Para 2.1 to 2.4) to be completed in a phased manner, as per the plan submitted in the Technical Bid and monthly progress report shall be submitted to the Bank for review.

III Phase - (9 months):

- On successful implementation on pilot basis of Part – I, implement in rest of the Branches / Offices for the Bank
- Pilot phase of Part II – simultaneous implementation of recommendations for Sales , CRM and HR Development shall be covered for 10% of the Branches/Offices.

IV Phase - (6 Months):

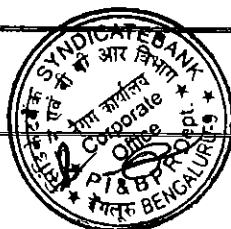
- Large scale roll out of HR recommendations across all the Branches / Offices
- Review and Preparation of Manuals, Transformation Team and Handholding of BPR activities implemented Training and conclusion. This phase will also include training of Bank staff in adequate numbers and hands-on assistance in field level implementation across the country.

Scale of Phases:

Phase I			Pilot of Part - I						Full Roll out of Part - I														
									Pilot of Part - II						Full Roll out of Part - II								
1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24

On completion of the 24 months, the Bank will have the discretion to continue the services of the consultancy firm for handholding for a further period of 12 months. The handholding shall mean review, advise and oversee the implementation of the BPR activities by the Management Consultancy firm during the roll out of the initiatives to the entire bank.

The handholding shall mean review, advise and oversee the implementation of the BPR activities by the Management Consultancy firms during its implementation at remaining Branches, Central Processing Centers, Retail Asset Hubs, SME Hubs, Administrative and other units of the Bank by the Transformation team of the Bank. The Management Consultancy firm should provide work plan to carry out the BPR activities during handholding period. The handholding shall become complete only upon implementation of all activities of BPR in the Branches / Offices, Central Processing Centers, Retail Asset Hubs, SME Hubs etc. and confirmed by the Bank.

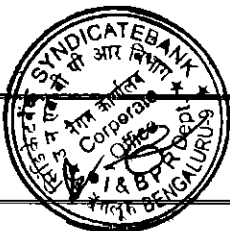


ANNEXURE –D**Staffing Schedule for the duration of the project**

Sl. No		Quarter 1	Quarter 2	Quarter 3	Quarter 4	Quarter 5	Quarter 6
1.	Name of the key Team Leader with time allocation (in %age)						
2.	No. of staff deployed for full time on site						

Place :

Date:

Seal and Signature of the Management Consultancy firm

ANNEXURE - E**PRICE BID (Technical Bid Format)**

(This format is to be furnished as part of Technical Bid without any Price information.

If Price is disclosed, the Bid is liable for rejection)

To:

The General Manager, Syndicate Bank
Product Innovation & BPR Department
Corporate Office, 2nd Cross, Gandhinagar
Bengaluru – 560 009

Dear Sir,

Sub: Reference No. RFP 001/CO:PI&BPR/BPR CONSULTANTS/Raj/2015-16 dated 10.09.2015
(Appointment of Management Consultancy firm for assisting the Bank in implementation of
Business Process Re-engineering)

We give below our consolidated rate with break up for the services to be rendered by us as per
the Scope of Consultancy given in this RFP document.

Sl No	Item and time frame	Rate per unit	No. of units	Amount in INR
1.	Professional Fee (inclusive of all out of pocket expenses, Taxes and Levies etc. except Service Tax) for Part – I comprising of BPR and Digital Banking (C1)	xxx	1	xxx
2.	Professional Fee for handholding (inclusive of all out of pocket expenses, Taxes and Levies etc. except Service Tax) for Part – II comprising of Sales, CRM and HR development (C2)	xxx	1	Xxx
3	Optional Items:			
	a. Professional Fee (inclusive of all out of pocket expenses, Taxes and Levies etc. except Service Tax) for 12 months (C3)	xxx (Month)	12	Xxx
	b. Professional fee for only other consultancy not defined above for 180 working days for the team consisting of Senior, Middle and Junior level consultants (C4).	Xxx (Day)	180	xxx
	Total: C = (C1 + C2 + C3 + C4)			xxx

We undertake to deliver all the deliverables as per the RFP document.

Place :

Date:



Seal and Signature of the Management Consultancy firm

Product Innovation & BPR Department, CO, Bengaluru

ANNEXURE – F
LETTER OF AUTHORISATION TO BID

To

The General Manager
Syndicate Bank, Corporate Office
Product Innovation & BPR
2nd Cross, Gandhinagar
Bengaluru – 560 009

Dear Sir,

SUB: Authorization Letter for submitting bid documents.

REF: Your RFP Dated

This has reference to your above RFP for Supply, Installation, Commissioning and Maintenance of with ... years Contract Period, Mr/Mrs/Miss_____ is hereby authorised to submit the bid documents, to submit on-line-sealed bid, to participate in reverse auction and to sign the contract on behalf of our organisation for all the systems/ goods required by the bank as called for vide the bank's request for proposal vide above referred RFP on _____ on behalf of our organization. We confirm that the person so authorised above has digital signatures and confirm that all the prices quoted in on-line-sealed bid or in reverse auction by him shall be binding on us. He/ She is also authorised to take decisions on behalf of the company till RFP process is completed.

Certified Xerox copy of Power of Attorney (P/A) of the person authorising such person is duly submitted.

We hereby extend our full guarantee and warranty as per Clauses of Contract for the goods and services offered for supply by the above firm against this RFP.

The specimen signature is attested below:

Specimen Signature of Representative

Signature of Authorizing Authority

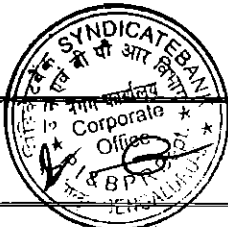


Name of Authorizing Authority (Certified Xerox copy of P/A of authorised Signatory/authority is to be submitted)

Note: 1. This letter of authority should be on the letterhead of the principal on whose behalf the proposal is submitted and should be signed by a person competent and having the power of attorney to bind the principal. It should be included by the Bidder in its bid.

2. The details of Digital Signatures are as below:

Sl. No.	Name of the Person Email Address & Contact No.	Digital Signature Number	Certifying Agency	Valid up to



ANNEXURE - G
BANK GUARANTEE FORMAT FOR EARNEST MONEY DEPOSIT

To:
The General Manager
Syndicate Bank, Corporate Office
Product Innovation & BPR
2nd Cross, Gandhinagar
Bengaluru – 560 009

WHEREAS _____ (Name of Bidder) (hereinafter called "the Bidder") has submitted its RFP dated _____ (Date) for execution of (Name of Contract) _____ (hereinafter called the RFP) in favour of Syndicate Bank hereinafter called the "Employer";

KNOW ALL MEN by these present that we, _____ Bank, a body corporate constituted under the Banking Companies (Acquisition and Transfer of Undertakings) Act 1970 having its Head Office at _____ amongst others a Branch at _____ (hereinafter called the Bank) are bound unto to the Employer for the sum of ₹ _____ (Rupees _____ only) for which payment well and truly to be made to the said Employer, the Bank binds itself, its successors and assigns by these presents;

THE CONDITIONS of this obligation are:

- 1 If the Bidder withdraws its Bid during the period of bid validity specified by the Bidder on the Bid Form; or
- 2 If the Bidder, having been notified of the acceptance of its Bid by the Purchaser during the period of Bid validity:
 - a) Fails or refuses to execute the Contract Form if required; or
 - b) Fails or refuses to furnish the Performance Security, in accordance with the terms of the Bid;

We undertake to pay the Employer upto the above amount upon receipt of its first written demand without the Employer having to substantiate his demand, provided that in his demand



Ref No. RFP 001/CO:PI&BPR/BPR CONSULTANTS/Raj/2015-16

Date: 10.09.2015

the Employer will note that the amount claimed by him is due to him owing to the occurrence one or both of the two conditions, specifying the occurred condition or conditions.

Notwithstanding anything contained herein, our liability under this Bank Guarantee shall not exceed ₹ _____ (Rupees _____ only).

The Bank Guarantee is valid up to _____ and

We are liable to pay the guaranteed amount or any part thereof under this Bank Guarantee only and only if you serve upon us a written claim or demand on or before _____ (mention period of the Guarantee as found under clause (ii) plus claim period)

Dated _____ day of _____ 20____.

SIGNATURE OF THE BANK



ANNEXURE - H
PROPOSED LIST OF KEY PERSONNEL

Sl No	Name	Age	Qualification	Experience in BPR-PSBs / other Institutions
1				
2				
3				
4				
5				
6				

A list of key personnel to be deployed for the project to be furnished with details of Name, Age, Qualification and Experience.

1. For the Team Leader
2. For two Senior Team Members

The Bank shall reserve the right to seek the change of resource personnel in case on need.



ANNEXURE - I
Eligibility Criteria

1.	Name of the Consultant (s) (Specify constitution – Partnership firm/Company etc., provide documentary proof of the same)	
2.	Address and contact details of the Firm / Company in India	
3.	Name of the Authorised person(s) / Partner (s) / Director (s) associated with the programme	
4.	Contact Telephone number (Landline and Mobile) and email ID of the authorized person	
5.	Date of Establishment / Incorporation in India and Overseas and date of commencement of business (if bidder is a company)	
6.	Total number of offices world wide	
7.	Number of years of consultancy experience	
8.	Revenue of Management Consultancy business	
9.	The Bidder should be a profit making company/firm during at least 2 out of the immediate three consecutive financial years (2012-13, 2013-14, and 2014-15).	Certified copies of Audited Financial Statements (and Annual Reports, if applicable)
10.	The Bidder should not have been black listed by any Govt. Financial Institutions/Banks/Government/Semi-Government departments/PSUs in India	A self declaration by the Bidder on the Company's letter head
11.	The Bidder's Firm should not be owned or controlled by any Director or Employee (or Relatives) of Syndicate Bank	A self declaration by the Bidder on Company's letter head
12.	Number of Management Consulting Staff	
13.	Of Sl No 9 above, No of consultants who have experience of handling long term assignments (duration more than 9 months)	
14.	Number of Public Sector Banks and Financial Institutions with whom long term assignments have been undertaken (duration more than 9 months)	
15.	Of Sl No. 11 above, number of Public Sector long term Transformation assignments undertaken	



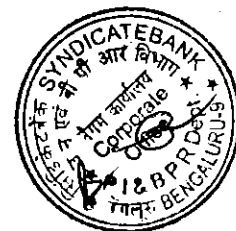
16. Brief particulars of experience of the Firm in extending consultancy advise relevant to the programme					
Name of Organisation for whom services rendered	Year	Type of consultancy offered	Team size	Period proposed for completion	Actual period of completion

Certificate for each completed program from the client be enclosed with this annexure.

Place :

Date:

Seal and Signature of the Management Consultancy firm



ANNEXURE - J

(LETTER TO THE BANK ON THE COMPANY'S / FIRM'S LETTER HEAD)

Date :

To:

The General Manager
Syndicate Bank, Corporate Office
Product Innovation & BPR
2nd Cross, Gandhinagar
Bengaluru – 560 009

Dear Sir,

Sub: RFP Reference No. RFP 001/CO:PI&BPR/BPR CONSULTANTS/Raj/2015-16 dated 10.09.2015
(Appointment of Management Consultancy firm for assisting the Bank in implementation of
Business Process Re-engineering)

With reference to the above RFP, having examined and understood the instructions, Terms and
Conditions forming part of the RFP, we hereby enclose our offer for undertaking consultancy
for advising the Bank as per the Scope detailed in your RFP.

We confirm that we have not been disqualified by any Bank / Financial Institution from
undertaking any / or all of the above activities. We also confirm that the offer shall remain valid
for six months from the date of the offer. We understand that Bank is not bound to accept the
offer and the Bank has right to reject the offer in full or part without assigning any reasons,
whatsoever.

Yours faithfully,

Aurhorised Signatory(ies)

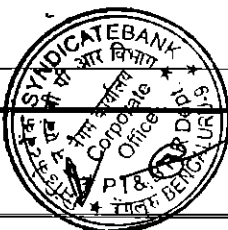
Name, Designation and Seal of the Company / Firm



ANNEXURE - K

REVERSE AUCTION PROCEDURE

Sl.No.	Particulars	Details
1.	Buyer Name	The General Manager Syndicate Bank, Corporate Office Product Innovation & BPR 2 nd Cross, Gandhinagar Bengaluru – 560 009
2.	Auction to be conducted by Service Provider	Name: M/s e-Procurement Technologies Ltd. <u>Bangalore local Address:</u> No.10/2, Narendra Plaza, Universal Business Centre, Victoria Road, Bangalore – 560 047 Contact Persons : Mr. Robin Kennedy - 09845484101 Fax : 080 - 4031 6201 Email : robin@abcprocure.com Mr. Parin Desai - 09374519754 <u>Ahmedabad HO Address:</u> A-201, Wall Street – 2, Ellisbridge, Ahmedabad – 380 006 Phone: 079 40016881 / 868 / 867 / 886 / 800 / 875 Fax: 079 40016876 Mobile: +91 9374519729



		<p>Contact Persons :</p> <p>Ms. Goral Patel - 09374519729</p> <p>Mr. Pradip Parmar - 09328657215</p>
3.	<p>Website address for Online Sealed Bid/ Reverse Auction</p> <p>Date of Auction</p>	<p>https://syndicatebank.abcprocure.com</p> <p>Auction Date : Will be Intimated</p> <p>Online Initial Sealed Bid Time:</p> <p>Online Reverse Auction Time: (With extension as applicable)</p>
4.	Documents attached	<p>Rules and Terms & Conditions of Reverse Auction :</p> <p>Compliance Statement (Annexure K-1)</p> <p>Price Bid Confirmation (Annexure K-2)</p>



Online Sealed Bid:

Bank desires to make use of e-procurement process for procurement of Consultancy Service(s) at its Corporate/Regional Offices.

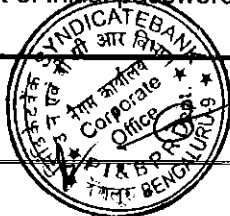
Online sealed bid is to be conducted from the technically responsive bidders to get the indicative price to the Bank during the online sealed bid process as per price schedule of RFP. Participating bidders should have a valid digital certificate to participate in online sealed bid. Based on the quotes and also market enquiries on the products/services, start price will be fixed for conducting the Reverse Auction. Decremental value and its multiples are also fixed.

Online Reverse Auction

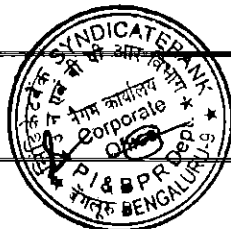
Reverse Auction event will be carried out among the Technically Responsive Bidders, for providing opportunity to the Bidders to quote the price dynamically for the procurement for which RFP is floated and also to get the most competitive price.

PROCESS OF REVERSE AUCTION:

- a) Bank had engaged the services of Service Provider through RFP process for conducting Online Reverse Auction on behalf of the Bank.
- b) The Bank had issued a Purchase Order on the Service Provider, clearly detailing the roles and responsibilities of the Service Provider who hosts the web portal and conducts the Online sealed Bid and Reverse Auction.
- c) For the proposed reverse auction, technically responsive bidders having a valid digital certificate alone shall be eligible to participate.
- d) Details like event date and time, start price, bid decrement, extensions etc., will be communicated to the participating Bidder.
- e) For creating necessary obligations and rights, the Service Provider will also enter into an agreement with each eligible Bidder for this purpose, if required.
- f) The Service Provider will provide all necessary training and assistance where ever required before commencement of online bidding (sealed bid/reverse auction) on Internet. Service Provider / auctioneer is responsible for conducting training to all technically responsive bidders participating in the reverse auction and bidding process. Bidder may contact the Service Provider in this regard for any clarifications.
- g) Wherever it is considered necessary and asked by the Bidders or as decided by the service provider or by Bank, a mock auction may also be conducted for the benefit of all concerned.
- h) Each Bidder shall participate in the training/ mock reverse auction at his / their own cost.
- i) Bidder / Authorised representatives of the Bidders named in the authorization letter given by the Bidder, shall be given with a unique user name, password by the Service Provider / auctioneer. Each Bidder / Authorised representatives shall change the password after receipt of initial password from Service Provider.



- j) Reverse auction will be conducted on schedule date & time and the same shall be communicated in advance.
- k) Bidders have to submit the compliance form in the prescribed format, if any, provided by Service Provider before start of Reverse auction. Without this the Bidder will not be eligible to participate in the event.
- l) Bidder is required to give their indicative price to the Bank during the online sealed bid, if required by the Bank. Timings of the online sealed bid will be intimated by the Bank in advance.
- m) Start price and decremented value for conducting the Reverse Auction will be notified by the Bank.
- n) All the bids made from the login ID given to Bidder will be deemed to have been made by the Bidder to whom the login ID and password were assigned by the Service Provider / auctioneer.
- o) Any bid once made through registered Login ID & password by the Bidder cannot be cancelled. The Bidder, in other words, is bound to supply the items as per the RFP/ for which reverse auction was conducted at the bid price offered during the Reverse Auction.
- p) Every successive bid by the Bidder being decremental bidding shall replace the earlier bid automatically and the final bid as per the time and login ID shall prevail over the earlier bids.
- q) The Bank shall conduct the reverse auction as per the Standard English reverse auction, that is, no two bids can have identical price from two different Bidders. In other words, there shall never be a "Tie" in bids.
- r) The time limit for online Reverse Auction is half an hour to two hours excluding further extensions. Bank can fix 5 to 10 further extensions at 10 minutes each depending upon the size of the project.
- s) Reverse auction may be conducted either on entire line items as per the price schedule of RFP or on single total evaluated cost. At the end of reverse auction event, the lowest Bidder value will be known on the network and have to submit the detailed price schedule as per RFP.
- t) The lowest Bidder has to fax the duly signed filled-in prescribed format along with break-up as provided on case-to-case basis to the Bank within 24 hours of auction without fail.
- u) Any variation between the online Bid value and the signed document will be liable for rejection of the Bid, forfeiture of the Bid Security etc., and the Bidder may be disqualified to conduct business with the Bank in future.
- v) The reverse auction will be treated as closed only when the bidding process gets closed in all respects for the item listed in the tender.
- w) The Service Provider at the end of each Reverse Auction shall provide the Bank with all details of the bids and reports of Reverse Auction.
- x) Bank's decision on award of Contract shall be final and binding on all the Bidders.



Rules and Terms & Conditions of Reverse Auction

Online Reverse Auctions are carried out under the framework of a set of business rules. Following are the 'Rules and Terms & Conditions' of Online Reverse Auction.

1. Definition :

"Bank" means Syndicate Bank

"Service Provider" means the third party agency / company who have been selected by the Bank for conducting online sealed bid/Reverse Auction through RFP process.

"Bidder" means the party or his authorised representative who has participated in the RFP / Tender Process, Technically qualified, having valid Digital Certificate, and willing to comply with all the instructions and terms and conditions of RFP.

"L1" means Bidder who is quotes lowest during the online reverse auction.

2. Eligibility of Bidders to participate in Online sealed bid/Reverse Auction:

- 2.1. Bidders who are technically responsive in terms of the relative Terms & Conditions (Eligibility criteria/Technical specifications) of the RFP and accept the Business Rules of Reversion Auction and submit the undertaking as per the prescribed format in ANNEXURE-K-1 can only participate in Reverse Auction related to the procurement for which RFP is floated.
- 2.2. Bidders not submitting the above undertaking or submitting the same with deviations / amendments thereto will be disqualified from further evaluation / participation in the process of relevant procurement.
- 2.3. Bidders should ensure that they have valid digital certificate well in advance to participate in the Reverse Auction. Bank and / or Service Provider will not be responsible in case Bidder could not participate in Reverse Auction due to non availability of valid Digital Certificate.
- 2.4. Bidders participating in Reverse Auction shall submit the following duly signed by the same Competent Authority who signs the offer documents in response to the RFP floated by Bank.
 - 2.4.1. Undertaking letter for acceptance of Rules for Online Reverse Auction and Letter of Authority authorizing the name/s of official/s to take part in Reverse Auction as per the format Annexure K-1 (Compliance Statement)
 - 2.4.2. Agreement between Service Provider and Bidder, if any. This format will be given by the service provider prior to announcement of Reverse Auction.

3. Training:

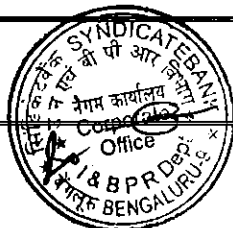
- 3.1. The Service Provider shall impart training on the Reverse Auction to representatives of all technically responsive bidders as provided by CO:DIT for participation in Reverse Auction.



- 3.2. All rules & procedure related to Reverse Auction will be explained during the training.
- 3.3. The Bank/Service Provider may also conduct a "Mock Reverse Auction" to familiarise the Bidder/s with Reverse Auction process.
- 3.4. Date, Time, Venue etc of training will be advised at appropriate time by the service provider.
- 3.5. Technically responsive bidder / his authorized representative have to attend the training, if required to the participating bidders, as per the schedule and at the specified venue at his / Bidder's own cost.
- 3.6. No request from the Bidders for change in training schedule and/or venue will be entertained.
- 3.7. However, Bank reserves the right to postpone / change / cancel the training schedule for whatsoever reasons without assigning any reasons there for, even after its communication to eligible Bidders.
- 3.8. Any Bidder not participating in the training process, will do so at his own risk and it shall not be open for him to make any complaint / grievance later.

4. Reverse Auction Schedule:

- 4.1. The date & time of commencement of Reverse Auction and its duration of time shall be communicated to the eligible and technically responsive Bidders at least one or two days prior to the Reverse Auction Date.
- 4.2. Bank reserves the right to postpone / change / cancel the Reverse Auction event even after its communication to Bidders without assigning any reasons there for.
- 4.3. Reverse Auction initial period will normally be for one hour.
 - i. If further extensions are there after the initial reverse auction period and If a Bidder places a bid price in last 10 minutes of closing of the Reverse auction, the auction period shall get extended automatically for another 10 minutes. In case there is no bid price in the last 10 minutes of closing of Reverse Auction, the auction shall get closed automatically without any extension.
 - ii. If further extensions are not there, auction shall get closed automatically within the specified initial period.
- 4.4. The initial time period of Reverse Auction and Maximum number of its extensions and its time, decremental value and details of multiples of decremental value are subject to change and will be advised to technically responsive bidders before the start of the Reverse Auction event.
- 4.5. During English Reverse (no ties) Auction, if no bid is received within the specified time, the Bank, at its discretion, may decide to revise Start price OR scrap the reverse auction



process OR proceed with conventional mode of tendering.

5. Bidding Currency:

5.1. Bidding will be conducted in Indian Rupees (INR).

6. Price Schedule: The Bidder, during the 'Reverse-auction', shall quote the Hardware Prices as per the following format:

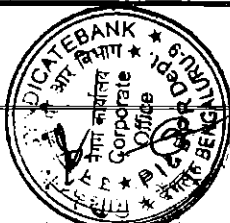
**APPOINTMENT OF CONSULTANTS FOR
"BUSINESS PROCESS RE-ENGINEERING"**

(Amount in Rs)

Sl No	Item and time frame	Rate per unit	No. of units	Amount in
1.	Professional Fee (inclusive of all out of pocket expenses, Taxes and Levies etc. except Service Tax) for Part – I comprising of BPR and Digital Banking (C1)		1	
2.	Professional Fee for handholding (inclusive of all out of pocket expenses, Taxes and Levies etc. except Service Tax) for Part – II comprising of Sales, CRM and HR development (C2)		1	
3	Optional Items:			
	a. Professional Fee (inclusive of all out of pocket expenses, Taxes and Levies etc. except Service Tax) for 12 months (C3)	(Month)	12	
	b. Professional fee for only other consultancy not defined above for 180 working days for the team consisting of Senior, Middle and Junior level consultants (C4).	(Day)	180	
	Total: C = (C1 + C2 + C3 + C4)			

NOTES:

- a) The above quotes are exclusive of taxes.
- b) The quantity mentioned in the RFP is indicative and the Bank reserves the right to vary the quantity as per requirement
- c) All the bidders have to submit detailed breakup of the quotes as per price schedule, in addition to Annexure-K-2 to enable us to do Techno-Commercial evaluation.
- d) H1 Bidder will be finalised based on Evaluation process as per Para 4.3.B.
- e) All applicable taxes are payable extra at actual on submission of proof.
- f) The final quotes during reverse auction should be valid for total contract period from the date of acceptance of purchase order by the H1 Bidder.
- g) All the technically responsive bidders should participate and quote for all items including optional items during the Online Sealed Bid.



- h) Bank may conduct Reverse Auction for the Total Cost of ownership (TCO).
- i) The Bidder has to provide breakup of unit modules provided in the Router/ Switch separately quoting price of Individual item.

7. Start Price:

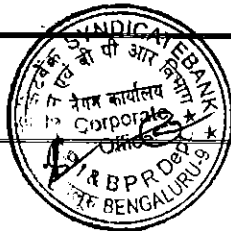
- 7.1 Bidder needs to give their indicative price to the Bank during the ONLINE SEALED BID. Timings of the Online sealed bid will be intimated by the Bank in advance.
- 7.2 Bank shall determine the Start Price for Reverse Auction
 - a. On its own and / or
 - b. Bank may determine the start price on the basis of the lowest quote of indicative commercial bids received during ONLINE SEALED BID, or
 - c. on the basis of market enquiries about the rates at that time
- 7.3. Bank may conduct the Reverse Auction on a single amount i.e., grand totals of all items including AMC as per price schedule of RFP. The Lowest Evaluated bidder have to submit the detailed price schedule as per RFP.

8. Decremental Bid Value:

- 8.1. The bid decrement value and whether decremental value is in multiples- Yes or No option, will be specified by Bank before the start of Reverse Auction event. It can be a fixed amount or percentage of Start Price as per Banks requirement.
- 8.2. Bidder is required to quote their bid price only at a specified decremented value.
- 8.3. Bidder need not quote bid price at immediate next available lower level, but it can be even at 2 / 3 / 4level of next available lower level.
- 8.4. Bid decrement value shall be rounded off to nearest 100s or 1000s etc

9. Web Portal and Access:

- 9.1. Reverse Auction will be conducted on a specific web portal meant for this purpose with the help of the Service Provider identified by the Bank.
- 9.2. Service Provider will make all necessary arrangement for fair and transparent conduct of Reverse Auction like hosting the web portal, imparting training to eligible Bidders etc., and finally conduct of Reverse Auction.
- 9.3. Bidders will be participating in Reverse Auction event from their own office / place of their choice. Internet connectivity and other paraphernalia requirements shall have to be ensured by Bidder themselves.
- 9.4. In the event of failure of Systems/Connectivity at the Bidders end (due to any reason whatsoever it may be)



- 9.4.1. It is the Bidders responsibility/ decision to send fax communication immediately to Service Provider furnishing the bid price, they want to bid online, with a request to upload the faxed bid price online so that the service provider will upload that price online on behalf of the Bidder.
- 9.4.2. It shall be noted clearly that the concerned Bidder communicating this price to Service Provider has to solely ensure that the fax message is received by Service Provider in a readable / legible form and also the Bidder should simultaneously check up with Service Provider over phone about the clear receipt of the bid price faxed.
- 9.4.3. It shall also be clearly understood that the Bidder shall be at liberty to send such fax communications of prices to be uploaded by Service Provider only before the closure of Reverse Auction time and under no circumstances it shall be allowed beyond the closure of Reverse Auction event time.
- 9.4.4. Such Bidders have to ensure that the Service Provider is given reasonable time by the Bidders, to upload such faxed bid prices online and if such required time is not available at the disposal of Service Provider at the time of receipt of the fax message from the Bidders, Service Provider will not be uploading the bid prices. It is to be noted that neither the Bank nor the Service Provider will be responsible for these unforeseen circumstances.
- 9.5. In order to ward-off such contingent situation
- 9.5.1. Bidders are advised to make all the necessary arrangements / alternatives such as back-up power supply, whatever required so that they are able to circumvent such situation and still be able to participate in the reverse auction successfully.
- 9.5.2. Bidders are requested not to wait till the last moment to quote their bids to avoid any such complex situations.
- 9.5.3. Failure of power at the premises of Bidders during the Reverse auction cannot be the cause for not participating in the reverse auction.
- 9.5.4. On account of this the time for the auction cannot be extended and BANK is not responsible for such eventualities.
- 9.5.5. Bank and / or Service Provider will not have any liability to Bidders for any interruption or delay in access to web portal site of Reverse Auction Irrespective of the cause.
- 9.6. For making the process of Reverse Auction and its result legally binding on the participating Bidders, Service Provider will enter into an agreement with each Bidder, before the start of Reverse Auction event. Without this Bidder will not be eligible to participate in the event.
- 9.7. Neither Bank nor Service Provider / auctioneer can be held responsible for consequential damages such as no power supply, system problem, internet problem, inability to use the



system, loss of electronic information, power interruptions, UPS failure, etc. **(Bank will not entertain any correspondence in this regard)**. Bidder should make alternate arrangements in place of such eventualities.

10. TRANSPARENCY IN BIDS:

10.1. All participating bidders will be able to view during the auction time the current lowest price in portal. Bidder shall be able to view not only the lowest bid but also the last bid made by them at any point of time during the auction time.

11. MASKING OF NAMES:

11.1. Bidder will be able to view the following on their screen along with the necessary fields in Reverse Auction :

- i) Start (Opening) Price
- ii) Leading / Lowest Bid Price in Auction (only total price)
- iii) Last Bid Price placed by the respective Bidder.

11.2. Names of Bidder/s shall be anonymously masked in the Reverse Auction process and Bidders will be given suitable dummy names.

11.3. After completion of Reverse Auction, the Service Provider/auctioneer shall submit a report to the Bank with all details of bid and the original names of all the participating bidders with his / their original names.

12. Finalisation of the Successful Bidder:

12.1. At the end of Reverse Auction event Service Provider will provide all necessary details of the bid prices and reports of Reverse Auction to the Bank.

12.2. Upon receipt of above information from Service Provider, Bank will evaluate the same and will declare the L1 Bidder, if there is no further techno-commercial evaluation. Bank's decision on award of Contract shall be final and binding on all the Bidders.

12.3. L1 Bidder or all bidders (in case of further techno-commercial evaluation) have to fax the duly signed filled-in prescribed format (ANNEXURE-K-2) as provided to Bank within 24 hours of Reverse Auction without fail. The Original signed ANNEXURE-K-2 should reach the Bank within 48 hours of Reverse Auction without fail along with detailed price schedule as per RFP.

12.4. Any variation between the on-line Reverse Auction bid price and signed document will be considered as sabotaging the tender process and will invite disqualification of Bidder/vender to conduct business with Bank as per prevailing procedure.



- 12.5. Successful Bidder is bound to supply at their final bid price of Reverse Auction. In case of back out or fail to supply as per the rates quoted, Bank will take appropriate action against such Bidder and / or forfeit the Bid Security amount, debar him from participating in future
- 12.6. In case Bank decides not to go for Reverse Auction related to the procurement for which RFP is floated, Bank may call for sealed Commercial Bids from all the Technically responsive Bidders and the commercial bids shall be opened as per Bank's standard practice.

13. Bidder's Obligation:

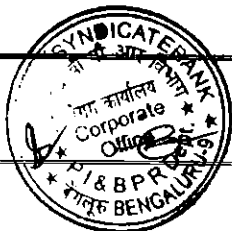
- 13.1. Bidder shall not involve himself or any of his representatives in Price manipulation of any kind directly or indirectly with other suppliers / Bidders at any point of time. If any such practice comes to the notice, Bank shall disqualify the Bidder / bidders concerned from the reverse auction process.
- 13.2. Bidder shall not divulge either his Bid details or any other details of Bank to any other party without written permission from the Bank.

14. Change in Rules and Terms & Conditions of Reverse Auction:

- 14.1. Any change in the Rules as may become emergent and based on the experience gained shall be made only by a Committee consisting of Senior Executives of Bank.
- 14.2. Bank reserves the right to modify / withdraw any of the Rules and Terms & conditions of Reverse Auction at any point of time.
- 14.3. Modifications of Rules and Terms & conditions of Reverse Auction will be made available on website immediately.
- 14.4. Modifications made during the running of Reverse Auction event will be informed to participating Bidders immediately.

15. Errors and Omissions

- 15.1. On any issue or area of material concern respecting Reverse Auction not specifically dealt with in these Rules, the decision of the bank shall be final and binding on all concerned.



ANNEXURE - K - 1

COMPLIANCE STATEMENT

(To be submitted in Company's letter head by all the Bidders participating in online sealed bid/Reverse Auction)

Date:

To

The General Manager
Syndicate Bank, Corporate Office
Product Innovation & BPR
2nd Cross, Gandhinagar
Bengaluru – 560 009

DECLARATION

1. We _____ (name of the company) hereby confirm having submitted our bid for participating in Bank's RFP dated _____ for procurement of _____.
2. We also confirm having read and understood the terms of RFP as well as the Rules relating to the Reverse Auction for this RFP process.
3. We hereby undertake and agree to abide by all the terms and conditions stipulated by Syndicate Bank in the RFP document including the Rules for Reverse Auction, all annexure, addendum, and corrigendum.
4. We shall participate in the on-line auction conducted by _____ Ltd. (Service Provider) and submit our Commercial bid. We shall agree to enter into an agreement with the Service Provider for making the process of Reverse Auction and its results legally binding on us.
5. Bank and Service Provider shall not be liable & responsible in any manner whatsoever for our failure to access & bid in online sealed bid and Reverse Auction due to loss of internet connectivity, electricity failure, virus attack, problems with the PC at our end, any other unforeseen circumstances etc. before or during the auction event.
6. We understand that in the event we are not able to access the auction site, we may authorize Service Provider to bid on our behalf by sending a fax containing our offer price before the auction close time and no claim can be made by us, on either Bank or Service Provider regarding any loss etc. suffered by us due to acting upon our authenticated fax instructions.
7. We do understand that Service Provider may bid on behalf of other Bidders as well in case of above mentioned exigencies.



8. We also confirm that we have a valid digital certificate issued by a valid Certifying Authority.
9. We shall fax the duly filled in, detailed signed Price schedule as provided in the RFP to the Bank and to the Service provider within 24 hours of end of online Reverse Auction without fail.
10. We undertake to submit the Original confirmation of last bid price by us to the Bank as well as to the Service provider within 48 working hours of the completion of event. We also undertake to submit the Bill of Materials as per the Price Schedule of this RFP.
11. We, hereby confirm that we will honour the Bids placed by us during the auction process, failing which we shall forfeit the EMD. We also understand that the Bank may debar us from participating in future tenders.
12. We undertake to supply at our final lowest bid price of Reverse Auction. In case of our back out or inability to supply as per the rates quoted by us, Bank is free to take appropriate action against us and / or forfeit the Bid Security amount, debar us from participating in future tenders.
13. We confirm having nominated our authorised representative Mr./Ms. _____, designated as _____ of our company to participate in the Reverse Auction on behalf of the Company.
14. We accordingly authorize Bank and / or the Service Provider to issue user ID and password to the above named official of our Company.
15. Both Bank and the Service Provider shall contact the above named official for any and all matters relating to the online sealed bid/Reverse Auction.
16. We undertake that the Company shall be bound by the bids made by the above named official of our Company in the Reverse Auction, failing which the Bank shall forfeit the EMD. We agree and understand that the Bank may debar us from participating in future tenders for any such failure on our part.

Signature of the Authorised Signatory with company seal

Name -

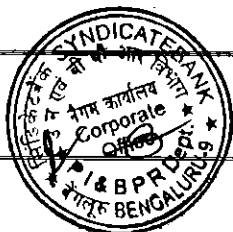
Company / Organization -

Designation within Company / Organization -

Address of Company / Organization -

Name of Authorised Representative

(Participating in Reverse Auction) : Mr. /Ms. _____



Ref No. RFP 001/CO:PI&BPR/BPR CONSULTANTS/Raj/2015-16

Date: 10.09.2015

Designation of the Authorised Representative : _____

Signature of Authorised Representative : _____

Verified the signatures of Authorised Representative by

and Signature of the Authorised Signatory

Name :

Company seal:

Date: _____



Annexure- K - 2

Price Bid Confirmation

(To be submitted in Company's letter head by all the bidders participated in Reverse Auction, in case of tech-commercial evaluation or the L1 Bidder in case of non tech-commercial evaluation)

Date:

The General Manager
Syndicate Bank, Corporate Office
Product Innovation & BPR
2nd Cross, Gandhinagar
Bengaluru – 560 009

Dear Sir,

SUB: Final / Lowest Bid Price quoted in Reverse Auction, held on _____ in
respect of RFP Ref. No. _____ Dated _____ for procurement of _____

We confirm that the final total bid price quoted by us in the captioned Reverse Auction event for captioned tender is as under -

Rs. (in figure): _____

Rs. (in words): _____

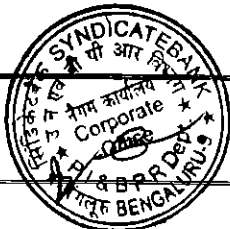
We confirm that:-

We enclose herewith the detailed break-up of above price as per Bill of Material/ detailed price schedule of RFP. We undertake to submit the Original Price Schedule duly signed with detailed break-up of above bid price as per price schedule of RFP within 48 hours from the end-of Reverse Auction event.

Any variation between the on-line Reverse Auction bid price quoted by us and this document will be considered as sabotaging the tender process and will invite disqualification of Bidder/vender to conduct business with Bank as per prevailing procedure. In such case, Bank is free to take appropriate action and / or forfeit the Bid Security amount and / or debar him from participating in future RFPs of Bank.

We are bound to supply the items as per RFP requirement at the above final bid price of Reverse Auction.

We note that in case of back out or not supplying as per the above rates quoted by us during the reverse auction, Bank will take appropriate action against us and / or forfeit our Bid Security amount and / or debar him from participating in future RFPs of Bank



Ref No. RFP 001/CO:PI&BPR/BPR CONSULTANTS/Raj/2015-16

Date: 10.09.2015

Signature and Name of the Authorised Signatory :

Designation in Company :

Name of the Company :

Address of Company :

Email:

Mobile:

Fax No:

Company Seal



ANNEXURE -L
FORM OF SELF AFFIDAVIT / DECLARATION
(TO BE SUBMITTED ON COMPANY'S / FIRM'S LETTER HEAD ONLY)

We, M/s _____, are one of the bidders for providing consultancy services to Syndicate Bank as per your Request For Proposal (RFP FOR APPOINTMENT OF CONSULTANTS FOR "BUSINESS PROCESS RE-ENGINEERING" dated 10.09.2015

We hereby declare that our Company / Firm do not have any pecuniary liability nor any judiciary proceedings or any restraint restricting us in fulfilling the consultancy services. We further declare that in case the Bank finds our averments are not true and incorrect, the Bank can initiate necessary action against us as deemed fit.

The information submitted in the eligibility criteria and Technical Bid are true and are factually correct.

Aurhorised Signatory (ies)
Name, Designation and Seal of the Company / Firm



ANNEXURE –M**(PERFORMANCE SECURITY FORMAT)**

Syndicate Bank, Corporate Office
Product Innovation & BPR
2nd Cross, Gandhinagar
Bengaluru – 560 009

WHEREAS () has undertaken in pursuance of the Contract no. _____ dated _____ to, inter-alia, supply of _____ as per the Contract document (herein after called "The Contract"), dated _____

AND WHEREAS it has been stipulated by you in the said Contract that _____ shall furnish you with a Performance Security by a recognized Bank for the sum of Rs. _____ specified therein as security for compliance with the _____ performance obligations in accordance with the Contract.

AND WHEREAS we have agreed to give you the guarantee on behalf of _____

THEREFORE WE hereby affirm that we as guarantors and responsible to you, on behalf of _____, up to a total of Rs. _____ and we undertake to pay you, upon your first written demand declaring _____ to be in default under the Contract and without cavil or argument, any sum or sums within the limit of Rs. _____ as aforesaid, without your needing to prove or to show grounds or reasons for your demand or the sum specified therein.

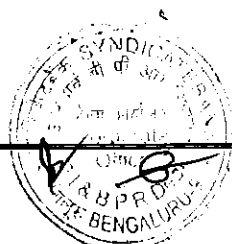
This guarantee is valid until the _____ (Date)

"All rights and obligations arising from this guarantee shall be governed by the laws of Republic of India".

Notwithstanding anything herein above contained including what is stated in clauses thereof, our liability under this guarantee is restricted to Rs. _____ and shall remain in force until _____. (Date) Unless a demand or claim under the guarantee is lodged with us in writing at Bangalore on or before _____ (Date), all your rights under said guarantee shall be forfeited and we shall be relieved and discharged from all liabilities hereunder whether or not this document is returned.

Place:

Date:



ANNEXURE-N**NON-DISCLOSURE AGREEMENT**

THIS AGREEMENT (the "Agreement") is entered into on this ___ day of ___ by ___ and between;

Syndicate Bank, a body corporate constituted and functioning under Banking Companies (Acquisition and Transfer of Undertakings) Act, 1970 having its Head Office at Manipal and a Corporate Office at Bangalore represented by herein (hereinafter called **Disclosing Party or the "Bank"**), and with and address at (the **"Recipient"** or the **"Receiving Party"** or the **"Company"**).

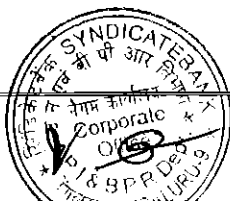
The Bank is in possession of certain information defined hereunder as Confidential Information and has agreed to disclose to the Company the Confidential Information on a strictly confidential basis for the purpose of (*mention the purpose for which the information is required to be shared/allowed to be accessed*). During the said process, the Bank may share certain confidential or proprietary information with the Recipient. Therefore, in consideration of the mutual promises and covenants contained in this Agreement, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

1. Definition of Confidential Information.

(a) For purposes of this Agreement, **"Confidential Information"** means any data or information that is confidential or proprietary to the Bank and not generally known to the public, whether in tangible or intangible form, whenever and however disclosed, including, but not limited to:

- (i) Customer name and other information related to customers
- (ii) any marketing strategies, plans, financial information, or projections, operations, sales estimates, business plans and performance results relating to the past, present or future business activities of such party, its affiliates, subsidiaries and affiliated companies;
- (iii) Plans for products or services, and customer or supplier lists;
- (iv) Any scientific or technical information, invention, design, process, procedure, formula, improvement, technology or method;
- (v) any concepts, reports, data, know-how, works-in-progress, designs, development tools, specifications, computer software, source code, object code, flow charts, databases, inventions, information and trade secrets; and
- (vi) Any other information that should reasonably be recognized as confidential information of the Bank. Confidential Information need not be novel, unique, patentable, copyrightable or constitute a trade secret in order to be designated Confidential Information.

The Company acknowledges that the Confidential Information is proprietary to the Bank, has been developed and obtained through great efforts by the Bank and that Bank regards all of its Confidential Information as trade secrets.



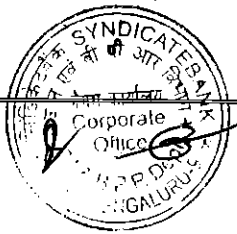
(b) Notwithstanding anything in the foregoing to the contrary, Confidential Information shall not include information which:

- (i) Was known to the Company prior to receiving the Confidential Information from the Bank ;
- (ii) Becomes rightfully known to the Company from a third-party source not known (after diligent inquiry) by the Company to be under an obligation to Bank to maintain confidentiality;
- (iii) Is or becomes publicly available through no fault of the Company;
- (iv) is required to be disclosed in a judicial or proceeding, or is otherwise requested or required to be disclosed by law or regulation, although the requirements of paragraph 4 hereof shall apply prior to any disclosure being made; and
- (v) Is or has been independently developed by employees, consultants or agents of the Company without violation of the terms of this Agreement or reference or access to any Confidential Information.

2. Disclosure of Confidential Information.

From time to time, the Bank may disclose Confidential Information to the Company. The Company will:

- (i) along with its representatives, make use of the Confidential Information solely for the purpose of the Agreement or such other purposes from time to time agreed or consented to by the Bank as evidenced in writing
- (ii) limit disclosure of any Confidential Information to its directors, officers, employees, agents or representatives (collectively "**Representatives**") who have a need to know such Confidential Information in connection with the current or contemplated business relationship between the parties to which this Agreement relates, and only for that purpose;
- (iii) prior to making any disclosure of such Confidential Information as permitted under this Agreement, will ensure that the Representatives are under a prior written obligation to maintain such information confidential and to use such information only for the contemplated purpose;
- (iv) along with its Representatives use such measures and/or procedures as it uses in relation to its own confidential information and trade secrets to hold and keep in confidence any and all such Confidential information and comply with the terms of this Agreement.
- (v) and not disclose any Confidential Information received by it to any third parties.
- (vi) be solely responsible for any breach of the terms of this Agreement by any of its Representatives or the Sub-Contractors and any act or omission by any of its Representatives or the Sub-Contractors which would constitute breach of the terms of this Agreement and shall take all reasonable measures to restrain such Representatives or the Sub-Contractors from unauthorized disclosure or use of the Confidential Information and that Company acknowledges and agree that Bank shall have right to all its legal remedies directly against Company as if such breach is made by the Company itself without proceeding at the first instance against Representatives or the Sub-Contractors.



3. Use of Confidential Information.

The Company agrees to use the Confidential Information solely in connection with the current or contemplated business relationship between the parties as mentioned in this agreement and not for any purpose other than as authorized by this Agreement without the prior written consent of an authorized representative of the Bank. No other right or license, whether expressed or implied, in the Confidential Information is granted to the Company hereunder. Title to the Confidential Information will remain solely with the Bank. All use of Confidential Information by the Company shall be for the benefit of the Bank and any modifications and improvements thereof by the Company shall be the sole property of the Bank.

4. Compelled Disclosure of Confidential Information.

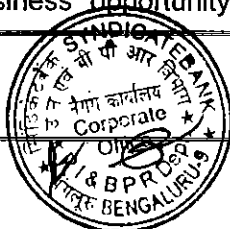
Notwithstanding anything in the foregoing to the contrary, the Company may disclose Confidential Information pursuant to any governmental, judicial, or administrative order, subpoena, discovery request, regulatory request or similar method, provided that the Company promptly notifies, to the extent practicable, the Bank in writing of such demand for disclosure so that the Bank, at its sole expense, may seek to make such disclosure subject to a protective order or other appropriate remedy to preserve the confidentiality of the Confidential Information. The Company agrees that it shall not oppose and shall cooperate with efforts by, to the extent practicable, the Bank with respect to any such request for a protective order or other relief. Notwithstanding the foregoing, if the Bank is unable to obtain or does not seek a protective order and the Company is legally requested or required to disclose such Confidential Information, disclosure of such Confidential Information may be made without liability.

5. Term.

This Agreement shall remain in effect for a *(* duration of the Original Agreement plus 10 years)* (subject to a one year extension if the parties are still discussing and considering the Transaction at the end of the fifth year). Notwithstanding the foregoing, the parties' duty to hold in confidence Confidential Information that was disclosed during term shall remain in effect indefinitely.

6. Remedies.

Both parties acknowledge that the Confidential Information to be disclosed hereunder is of a unique and valuable character, and that the unauthorized dissemination of the Confidential Information would destroy or diminish the value of such information. Therefore, both parties hereby agree that the Bank shall be entitled to injunctive relief preventing the dissemination of any Confidential Information in violation of the terms hereof. Such injunctive relief shall be in addition to any other remedies available hereunder, whether at law or in equity. Bank shall be entitled to recover Damages consisting a sum equal to the loss suffered by the Bank including loss of business opportunity, costs of business interruption its costs and fees, including



reasonable attorneys' fees, incurred in obtaining any such relief. Further, in the event of litigation relating to this Agreement, the prevailing party shall be entitled to recover its reasonable attorney's fees and expenses.

7. Return of Confidential Information.

Company shall immediately return and redeliver to the other all tangible material embodying the Confidential Information provided hereunder and all notes, summaries, memoranda, drawings, manuals, records, excerpts or derivative information deriving there from and all other documents or materials ("Notes") (and all copies of any of the foregoing, including "copies" that have been converted to computerized media in the form of image, data or word processing files either manually or by image capture) based on or including any Confidential Information, in whatever form of storage or retrieval, upon the earlier of (i) the completion or termination of the dealings between the parties contemplated hereunder; (ii) the termination of this Agreement; or (iii) at such time as the Bank may so request. Alternatively, the Company, with the written consent of the Bank may (or in the case of Notes, at the Company's option) immediately destroy any of the foregoing embodying Confidential Information (or the reasonably non-recoverable data erasure of computerized data) and, upon request, certify in writing such destruction by an authorized officer of the Company supervising the destruction.

8. Notice of Breach.

The Company shall notify the Bank immediately upon discovery of any unauthorized use or disclosure of Confidential Information by the Company or its Representatives, or any other breach of this Agreement by the Company or its Representatives, and will cooperate with efforts by the Bank to help the Bank regain possession of Confidential Information and prevent its further unauthorized use.

9. No Binding Agreement for Transaction.

The parties agree that neither party will be under any legal obligation of any kind whatsoever with respect to a Transaction by virtue of this Agreement, except for the matters specifically agreed to herein. The parties further acknowledge and agree that they each reserve the right, in their sole and absolute discretion, to reject any and all proposals and to terminate discussions and negotiations with respect to a Transaction at any time as per the respective agreement. This Agreement does not create a joint venture or partnership between the parties. If a transaction goes forward, the non-disclosure provisions of any applicable transaction documents entered into between the parties (or their respective affiliates) for the Transaction shall be deemed to be complementary/supplementary to the provisions of this Agreement and not contrary/derogatory to the provisions of this Agreement to the extent possible.



10. Warranty.

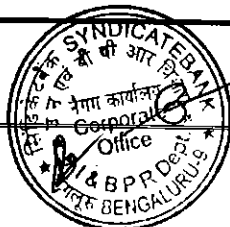
Each party warrants that it has the right to make the disclosures under this Agreement. **NO WARRANTIES ARE MADE BY EITHER PARTY UNDER THIS AGREEMENT WHATSOEVER.** The parties acknowledge that although they shall each endeavour to include in the Confidential Information all information that they each believe relevant for the purpose of the evaluation of a Transaction, the parties understand that no representation or warranty as to the accuracy or completeness of the Confidential Information is being made by either party as the Bank . Further, neither party is under any obligation under this Agreement to disclose any Confidential Information it chooses not to disclose. Neither Party hereto shall have any liability to the other party nor to the other party's Representatives resulting from any use of the Confidential Information except with respect to disclosure of such Confidential Information in violation of this Agreement.

11. Effective Date of the Agreement:

This Agreement shall be effective upon its execution by both the parties.

12. Miscellaneous.

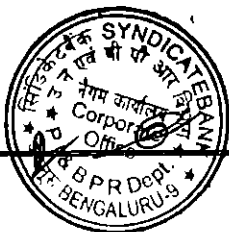
- a) This Agreement can only be modified by a written amendment signed by the party against whom enforcement of such modification is sought.
- b) The validity, construction and performance of this Agreement shall be governed and construed in accordance with the laws of (state), India applicable to contracts made and to be wholly performed within such state, without giving effect to any conflict of laws provisions thereof.
- c) Any failure by either party to enforce the other party's strict performance of any provision of this Agreement will not constitute a waiver of its right to subsequently enforce such provision or any other provision of this Agreement.
- d) Although the restrictions contained in this Agreement are considered by the parties to be reasonable for the purpose of protecting the Confidential Information, if any such restriction is found by a court of competent jurisdiction to be unenforceable, such provision will be modified, rewritten or interpreted to include as much of its nature and scope as will render it enforceable. If it cannot be so modified, rewritten or interpreted to be enforceable in any respect, it will not be given effect, and the remainder of the Agreement will be enforced as if such provision was not included.
- e) Any notices or communications required or permitted to be given hereunder may be delivered by hand against acknowledgement, deposited with a nationally recognized overnight carrier against acknowledgement, electronic-mail, or registered post with acknowledgement, in each case, to the address of the other party first indicated above.
- f) This Agreement is personal in nature, and neither party may directly or indirectly assign or transfer it by operation of law or otherwise without the prior written consent of the other party And any such assignment without consent will be held void ab initio. All obligations contained in this Agreement shall extend to and be binding upon the parties to this Agreement and their respective successors, assigns and designees.



- g) The parties and/or their affiliates of whatsoever nature shall not, in any manner, solicit and/or accept any business from sources that have been made available by and through the parties hereto, nor in any manner shall access, solicit and/or conduct any business with the said sources, without specific permission of the Party who made said sources available. For avoidance of doubt, this restriction shall apply only to business related to the Assignment which is the subject matter of this Agreement and not any other Assignment or business.
- h) Paragraph headings used in this Agreement are for reference only and shall not be used or relied upon in the interpretation of this Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first above written.

<p>SIGNED for and on behalf of:- (Bank)</p> <p>Signature: Name:</p> <p>Title: (Authorized Signatory)</p> <p>Witness: Signature: Name:</p> <p>Address:</p>	<p>SIGNED for and on behalf of :- (Company)</p> <p>Signature: Name:</p> <p>Title: (Authorized Signatory)</p> <p>Witness: Signature: Name:</p> <p>Address:</p>
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ANNEXURE – O**1. TURNOVER AND P&L DETAILS:**

(Bidders have to submit Xerox copies of Audited Balance Sheet / P&L).

(Amount in Rs.)

FY	Turnover	Profit and Loss
2011-12		
2012-13		
2013-14		

2. Experience details:

(Submit Xerox copies of POs as support documents for each item).

Details of solution provided to meet eligibility criteria:

Sl. No.	PO No. and date	Order placed by Organisation	Qty.	Cumulative Total

3. Clarifications/Amendments required on this RFP Terms and Conditions:

(It is to be submitted in word document in the following format)

(It is to be submitted to submit their clarification/queries in word document in the following format)

Sl. No.	Clause No. and Page No.	RFP Term	Bidders Request for following Clarifications and Amendments	Banks Revised Amendment
01.				
02.				
03.				
04.				

