



OPEN REQUEST FOR PROPOSAL (RFP)

FOR

**FOR ENGAGEMENT OF CONSULTANT FOR REVAMPING SME OPERATING
MODELS TO DRIVE GROWTH IN SME BUSINESS**

RFP REFERENCE NO.SBI/SMEBU/OPS/2020-2021/1

DATED 26.03.2021

**STATE BANK OF INDIA, SME BUSINESS UNIT,
CORPORATE CENTRE, 5TH FLOOR, STATE BANK BHAVAN,
MADAM CAMA ROAD, MUMBAI – 400 021**

TABLE OF CONTENTS	
1	Bid details
2	Overview/Background
3	RFP Terminology
4	Project Scope
5	Team, Processes, and Timelines
6	Eligibility Criteria
7	Bidding document
8	Bidding process
9	Preparation and submission of bids
10	Opening and evaluation of bids
11	Award & signing of contract
12	Disclaimer
13	Bank Guarantee
14	Conflict of interest
15	Patent rights
16	Powers to vary or omit work
17	No waiver of bank rights or successful bidder's liability
18	Inspection, quality control and audit
19	Cancellation of contract
20	Delays in the consultant's performance in successful implementation of the project
21	Liquidated damages
22	Termination for default
23	Force majeure
24	Termination for insolvency
25	Governing law and disputes (applicable to the successful bidder only)

26	Governing language
27	Governing law
28	Notices
29	Taxes and duties
30	Consultant's obligation
31	Services
32	Terms & Conditions
Annexures tabulated in the next page	

TABLE OF CONTENTS

Annexure A	Bid covering letter
Annexure B	Eligibility Criteria
Annexure C	Bidder Details
Annexure D	Technical Bid
Annexure E	Financial Bid
Annexure F	Non-disclosure agreement
Annexure G	Compliance statement
Annexure H	Format for Bank Guarantee
Annexure I	Bidder's letter for EMD
Annexure J	Check List of Documents to be submitted as part of Responses
Annexure-K	Pre-Contract Integrity Pact
Annexure-L	Service Level Agreement
Annexure-M	Penalties
Annexure-N	Format of query regarding clarification
Annexure-O	Acknowledgement Of Rule 144 (Xi) Of The General Financialrules (Gfrs) 2017

Exhibit I	Consultant's Organisation and Experience
Exhibit II	Team Composition and Task Assignments
Exhibit III	Curriculum Vitae (CV) for proposed professional staff
Exhibit IV	Technical Evaluation Criteria
Exhibit V	Comments on Counterpart Staff and Facilities
Exhibit VI	Payment Terms

1. SCHEDULE OF EVENTS

Sr. No.	Particulars	Time / Date / Other Details
1.	Date of commencement of Bidding process (Issue of RFP)	26.03.2021
2.	Last date and time for receipt of written queries for clarification from Bidders	05.04.2021 Upto 5.00 p.m. IST All communications regarding points / queries requiring clarifications shall be strictly in the format enclosed as Annexure-N ".
3.	Tentative pre-Bid Meeting Date & Time	12.04.2021 From 4 p.m. to 6 p.m. at State Bank Bhawan or through online meeting. The meeting invites shall be sent only to the Authorised official email ID of the Bidders and the same should not be forwarded/shared by the Bidders to anyone.
4.	Last Date & Time for Bid submission	26.04.2021 Upto 3.00 p.m. IST
5.	Tentative Date and Time for opening of: Technical bid – Eligibility details as per Annexure 'B' & Technical Bid – Detailed Bid as per Annexure 'D' and other documents specified in the RFP	27.04.2021 Time 3.00 p. m IST Representatives of Bidder may be present (virtually through MS Teams) during opening of Technical bids (Eligibility details & Detailed Bids of eligible bidders). However, Technical Bids would be opened even in the absence of any or all of the bidders' representatives.
6.	Tentative presentation dates of Eligible Bidders and evaluation thereof.	30.04.2021 (Date and exact time slot will be advised through email at a short notice)

7.	Date of Financial Bid Opening	<p>04.05.2021 Time 3.00 p.m. IST</p> <p>Representatives of Bidder may be present (virtually through MS Teams) during opening of Financial Bid. However, Financial Bids would be opened even in the absence of any or all of the bidders' representatives.</p>
8.	Place of opening of Bids	<p>Address: State Bank of India, Corporate Centre, 5th Floor, State Bank Bhavan, Madame Cama Road, Nariman Point, Mumbai – 400 021. Virtually through MS Teams</p>
9.	Address for communication (Bank)	<p>Address: Deputy General Manager (Operations & HR), SME Business Unit, State Bank of India, Corporate Centre, 5th Floor, State Bank Bhavan, Madame Cama Road, Nariman Point, Mumbai – 400 021. e-mail – dgmops.sme@sbi.co.in Phone – 022 -22740531</p>
10.	Bid Fee	<p>Non- Refundable fee of Rs. 10,000/- (Rupees Ten Thousand only) per bid submission. Pay Order / Demand Draft, drawn in favour of State Bank of India, payable at Mumbai.</p>
11.	Bid Security (EMD)	<p>Rs. 5,00,000/- (Rupees Five lacs only) EMD should be in the form of BC/DD in favour of SBI.</p>

12.	Bank Guarantee	Performance Security in form of BG, issued by a Scheduled Commercial bank other than SBI, which should be valid for 2 years from the effective date of the Contract(One yar validity period + 1 year claim lodgement period) from successful Bidder. The BG may need to be extended depending on the extension of the Contract period.
13	Bid Document Availability including changes/amendments, if any to be issued	Bank's website at https://www.sbi.co.in under Procurement News.

2. Overview/ Background :

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

SBI is a pioneer in SME lending in the country. SBI, the nation's largest lender is committed to cater needs of MSMEs with present market share of 15 % approx. SBI is well positioned to leverage the momentum of credit growth. SBI has dedicated team of trained & skilled Relationship Managers (1770 approx.) in order to provide specialized services & customized solution to MSMEs as per their requirements. Apart from this, SBI has network of more than 1100 specialized SME Intensive and MSME branches for faster & seamless processing of their loan requests & also to ensure smooth delivery of credit to MSMEs.

Further, In the fast-evolving times of today, where new technologies are disrupting the traditional ways of doing business across the spectrum of industries and services, in order to be ahead of the curve, it is essential that the Bank's process and operating model are aligned with latest developments in the Digital space which can improve the Turnaround Time (TAT) and customer experience. With the objective of becoming Banker of choice for MSMEs, SBI intends to improve existing processes and structure in the SME space for achieving improvement in market share/enhance the portfolio while ensuring the asset quality.

Present Ecosystem in the select areas of SME Space is given below :-

A) Revamping SME Model and Relationship Manager(SME) enablement:

SME Centre(SMEC)s: SMEC is headed by an AGM and supported by an Asset Maintenance Team with CM (Sanctions) & 2 or 3 processing officers. The post sanction activities are handled by Manager (Maintenance) and a Manager (NPA) looks after hard recovery.

Relationship Manager(RM)-SME Enablement : RM(SME)s are credit officers posted at SME intensive branches and are given targets for onboarding new customers. They are responsible for all aspects from sourcing, preparing appraisal, obtaining sanction, completing documentation, release of limits, post sanction follow up to ensure quality of the portfolio.

B) Supply Chain Finance (e-DFS and e-VFS Portfolio): The Supply Chain Finance comprises of Dealer and Vendor Finance. SBI, Corporate Centre, Mumbai enters into tie up with Industry Major(IM)s. Comfort letters are being issued by IMs and the limits are assessed/sanctioned and dealers are onboarded.

C) CGTMSE : At present loans sanctioned to Micro and Small Enterprises upto Rs.2 crores are eligible to be covered under CGTMSE Scheme (Rs.1 Cr. for retail trade). The registering of the loans for guarantee coverage, payment of Guarantee fees, marking NPA, claim lodgement and closure of the loans is to be done in CGTMSE Portal by several users (around 700) in the Bank. The entire CGTMSE journey is manual as there is no interface with the CGTMSE portal.

D) CLUSTER FINANCING: RBI vide their Circular dated 24.07.2017 had advised all SLBC Convenor Banks to incorporate in their Annual Credit Plans the credit requirement in the identified clusters. There are about 388 clusters identified by United National Industrial Development Organization. Clusters may be identified based on factors such as trade record, competitiveness and growth prospects and /or other cluster specific data.

Engaging Consultant : Bank proposes to appoint a Consultant to redesign the operating model and implement the new strategies for achieving the business growth in SME/MSME Segment in a profitable manner under the following broad areas:

- i) To revamp SME Centre Model(SMEC/RASMEC) to improve TAT and streamline processes and to improve SME RM productivity by freeing up time of RM-SMEs for marketing related activities.
- ii) Improve supply chain finance (vendor financing, dealer financing) offerings to drive customer acquisition including reimagining the SCFU engine.
- iii) Optimize operating model for CGTMSE offering both internally (tech process etc.) and externally (with SIDBI).
- iv) Improving Cluster Financing Portfolio.

The Consultants are expected to design initiatives across the above areas, conduct pilots to test their efficacy and enable subsequent roll-out.

3. RFP Terminology

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

- 3.1 Bidder– An eligible entity/firm submitting a Proposal/Bid in response to this RFP.
- 3.2 Consultant – Selected Bidder under this RFP.
- 3.3 Bank/ Purchaser/ SBI - Reference to the “the Bank”, “Bank”, “Purchaser” shall be determined in context and may mean without limitation “State Bank of India” or SBI.

- 3.4 Proposal/ Bid – The response received in the prescribed format from a bidder in accordance with the RFP.
- 3.5 RFP – The request for proposal (this document) in its entirety, inclusive of any addenda/modification/ clarification/amendment that may be issued by the Bank.
- 3.6 Consultancy Service – “Consultancy Service” means all services, scope of work and deliverables to be provided by a Bidder as described in the RFP and includes services ancillary to the services and other obligation of the Consultant covered under the RFP.
- 3.7 “Contract” means the Contract signed by the Parties and all the attached documents and the Appendices, consequent to the completion of the proceedings as per the RFP.
- 3.8 “Day” means calendar day.
- 3.9 Parties – Party or Parties means the SBI or Bidder / Selected Bidder / Consultant or both as the case may be.
- 3.10 “Personnel” means professionals and support staff provided by the Consultant and assigned to perform the Services or any part thereof. “Foreign Personnel” means such professionals and support staff who at the time of being so provided have their domicile outside India. “Domestic Personnel” means such professionals and support staff who at the time of being so provided had their domicile in India.
- 3.11 “Proposal” means the Technical Proposal and the Financial Proposal/ bid.
- 3.12 “Assignment / job” means the work to be performed by the Consultant pursuant to the Contract.
- 3.13 “Terms of Reference” (TOR) means the document included in the RFP which explains the scope of work, activities, tasks to be performed.
- 3.14 Project Cost - Project cost would be the total consideration that the Bank must pay in accordance with the payment schedule to complete the Consultancy Service as per the terms of the RFP/contract.

4. Scope of Work of RfP : The scope of the work of the Consultants, item-wise, is detailed hereunder: -

A) Revamping SME Model and Relationship Manager(SME) enablement:

SME Centre(SMEC)s: Scope of the work includes the following :

- Identify gaps in end-to-end process of loan origination, sanction and monitoring and propose changes in process flow and end-to-end digitisation specific to loans up to Rs.1 Cr.
- Reduction in TAT and improvement in on-boarding

- Reduction in manual processes and identifying EWS and initiation of follow up by enablement through technology.
- Identify gaps in collection and follow up to provide solutions including structure and tech-based tools.
- Identify gaps in penetration through CGTMSE scheme and suggest ways to increase the market share in this category including cluster financing opportunities.
- Prepare role for the branch in the SME lending including lead referrals and credit system for referring leads.
- Identify the staff strength required for the outfit and roadmap for improving profitability.
- Develop standardised MIS for follow up by Controllers and devise format for reports.
- Develop a robust delivery platform and implement the same in select SMEC as a pilot.
- Identify areas covering the above in RASMEC also and to suggest solutions.
- Establish role clarity across SMEC organisation structure to optimise decision making.
- Identifying the reasons for delinquencies in small loans.
- Suggesting measures/mechanism for arresting the defaults.
- Suggesting steps to bridge the knowledge gap among the operating functionaries of SMEC to improve credit quality and compliance standards.
- Building a new operating model to drive delinquency-free growth of Government Sponsored Schemes under MSME Segment.
- Process simplification and digitization for loans handled.

Relationship Manager(SME) Enablement : The Consultant will be required to:

- Identify the existing pain-points through interaction with the stakeholders.
- Identify activities presently handled that can be centralised or shifted to the CSO.
- Delineate the responsibilities of CSO & RMs (SME).
- Identify activities (pre-sanction/pre-disbursement & post-disbursement) within RM's purview which can be enabled via digital and automation. Such activities can include but not limited to new customer onboarding/customer one-view across advances, income, profitability, EWS alerts etc./ assessment of triggers from stock statements, stock audits and other monitoring systems/tools.
- Benchmark digital offerings of RMs (SME) of peers.
- Identify areas of data obtention that can be digitised and centralised including making available a digital tool to work from anywhere.
- Enable RM (SME)s to track the accounts handled by providing alerts for ensuring various compliances, sale realisation.
- Identify the KRAs and also a mechanism for technology-based monitoring.
- Evolve a monthly performance ranking matrix for RMs (SME) based on the KRAs.

- To design a structure for periodic customer interaction that can be monitored by the AGMs (SME), DGMs (B&O) and at higher levels also.
- Build in a monthly customer feedback mechanism triggering actionable within timelines.
- Put in place a mechanism for generation of high-quality leads to RMs (SME).
- Identify and prioritise analytics for enhanced lead generation for RMs SME.
- Conduct discussions with data providers or vendors that can integrate multiple data sources for effective lead generation.
- Define mechanism for sharing leads with RMs (SME) and putting in place a feedback system for tracking efficacy of leads.
- Interact with IT in development of the tool and putting in place a pilot launch.
- Define formal and informal interventions to build customer first culture.
- Layout roadmap for delivery of shifts in mindsets and culture for RMs
- Conduct workshops with RMs (SME) across select Circles to articulate the changes.
- Suggesting measures to incentivize the RM(SME)s and to continue in the role for a longer span(including on further promotion) for longer tenure, for enhancing their effectiveness and also support the Bank's focus effectively.
- The Consultants are also expected to prepare a strategy for potential mapping of the SME business in all 17 Circles covering at least 10 areas and to build a tool for monitoring and to chart out an ongoing plan for identifying and engaging with various stakeholders for tapping the potential in an effective manner for orderly growth in SME book.

B) Supply Chain Finance (e-DFS and e-VFS Portfolio): Scope of the work includes the following :

World class digital supply chain finance proposition for SBI

- Benchmark current dealer/Vendor financing SCF journeys with the best-in-class world players and identify gaps.
- Identify modules required to strengthen SCF proposition.
- Establish agile garages including Bank, technology vendor and consultant teams to drive design of the journeys.
- Create detailed business requirement documents, Process flows, wireframes and Hi-Fidelity UI for development teams including technical architecture for new SCFU application.
- Develop deployment plan of priority journeys/features (illustrative)
 - Seamless onboarding of vendors/dealers.
 - API based ERP integration.
 - Automated monitoring and decisioning
 - Repayment and interest calculation
- Design and implement GTM strategies to drive adoption of SCF journeys across dealer/vendor, anchor and branches.

- Collect customer feedback for and incorporate improvements in next releases.

Simplifying loan processing and sanctioning flows and driving centralisation

- Benchmark process flows of current dealer/vendor financing processes in line with leading peer and global banks and identify gaps.
- Redesign end to end process flows for channel finance.
 - Vendor/dealer onboarding
 - Vendor/dealer limit creation
- Identify opportunities for centralisation of activities across all prioritised processes.
- Pilot re-designed process flow and make changes to the design as needed basis pilot learnings.

Developing value chain analytics capabilities

- Define analytics framework on the lack of transaction flows of existing CA base to generate leads for vendor/dealer onboarding.
- Detail out requirements for advanced analytics modelling jointly with banks ESS team.
- Design mechanism to share leads with RMs and put in place feedback loop.

Setting up partnerships to strengthen SCF proposition.

- Identify and evaluate potential partners for SCF offerings – across both Indian and global players.
- Define gives-gets and value proposition for the potential partnerships.
- Shortlist partners for discussions, prioritize 1-2 partners and finalise partnership arrangements.
- Leveraging Corporate relationship for building partnership for Retailer financing/SCF.

C) CGTMSE : Scope of the work includes the following :

- Identify reasons for poor offtake and suggest measures for improvement.
- Identify deficiencies in on-boarding resulting in high NPAs.
- Re-defining the journey for CGTMSE accounts in a fool-proof manner to ensure compliances such as obtention of guarantee cover, payment of correct annual premium as per the Trust guidelines (on all accounts till first settlement)
- Identify technological interventions for alignment of CGTMSE accounts with the portal and to comply with the scheme guidelines and work with IT to implement it.
- To provide in-build checks for on-boarding of accounts sanctioned under CGTMSE after completion of all required formalities.
- Put in place Circle level monitoring unit responsible for supervising all CGTMSE lending with the Circle.

- Design mechanism to automate notifications/alerts for effective monitoring of the portfolio.
- NPA marking in the portal, submission and follow up of 1st claim, lodging of 2nd claim, sharing of recoveries made.
- MIS reports for the above for tracking by Controllers
- The consultant will be required to interact with IT/CGTMSE to complete the developments.

D) CLUSTER FINANCING: In order to tap the potential available in cluster financing and to have an organic credit growth in the segment, the Consultant will be required to:

- Prepare a mechanism/Framework for cluster financing to tap the potential available in the Sector.
- Identify the clusters with potential for extending finance and the suggested tools for keeping delinquencies under control.
- Suggesting various schemes/products/parameters/best practices which are acceptable to prospective customers, feasible to implement and having good technical and economic viability.
- Build in Risk Mitigants for the cluster financing.
- Suggesting a co-ordination mechanism with various Government Agencies for increased thrust in the cluster portfolio.
- Examine and Identify need for Tie up with Fintechs.
- Bring in new Fintechs for partnering with the Bank in tapping the potential available in Cluster financing.
- Pilot testing of the model & roll out Pan-India subsequently.

Please note that any additional tasks/modifications/additions necessitated due to compliance with guidelines of Statutory/Government/Bank shall form part of this RFP and no additional fee/remuneration shall be paid. The Consultant is expected to execute any additional works/tasks related to the above scope of work as decided by Bank and the same shall be reckoned as part of the above project.

5. Teams, processes and Timelines

- I. The above scope and deliverables have to be designed and executed to Bank's satisfaction in 12(Twelve) months period starting from the date of commencement of the project.
- II. Bank, at its sole discretion reserves the right to ask the consultant to continue for further period on related scope enhancements beyond the scope mentioned in this RFP at a cost not exceeding pro-rata per month cost as quoted for the earlier job, on the same terms and conditions.

III. It is expected that a consultant team of commensurate size but not less than 8 full-time staff members will be allocated to the project in addition to the project directors who will oversee the entire project.

6. Eligibility Criteria

- i. This RFP will be limited to the prospective consultants who have the necessary experience, capability and expertise. The detailed eligibility criteria is placed as Annexure B to this document. The Bidders must submit the documents substantiating eligibility criteria as mentioned in this RFP document.
- a) No bidder or its Associate shall submit more than one Bid for the RFP. A Bidder applying individually or as an Associate shall not be entitled to submit another Bid either individually or through Associates, as the case may be.
- b) The bidders desirous of providing consultancy services to SBI are invited to submit their technical and financial proposal in response to this RFP. The criteria and the actual process of evaluation of the responses to this RFP and subsequent selection of the successful bidder will be entirely at Bank's discretion.
- c) This RFP is not an offer by the State Bank of India, but an invitation to receive responses from the Bidders. No contractual obligation whatsoever shall arise from the RFP process unless and until a formal contract is signed and executed by duly authorised official(s) of State Bank of India with the selected bidder.
- d) The consultant must be in active existence in India for **at least 5 years** and should have intensive experience in designing/redesigning of processes, revamping of existing organisational structure for banking and non-banking financial services clients.

The essential and non-negotiable criteria are that the Consultant:

- Should be headquartered in India.
- The bidder must have a minimum annual Revenues in India, of **Rs. 500 Crore in two out of the past three financial years.**
- Must have proven capacity and demonstrable methodology to redesign and innovate existing system and processes.

- ii. The Bidder shall also submit a PRE-CONTRACT INTEGRITY PACT (applicable for bids of more than Rs.10.00 crores) along with its technical Bids prescribed by the Govt. of India duly signed by the Bidder on each page and witnessed by two persons. The agreement shall be stamped as applicable in the State where it is executed. Bids submitted without PRE-CONTRACT INTEGRITY PACT, as per the format (Annexure - K) provided in RFP, shall not be considered and would be outrightly rejected.
- iii. Any bidder from a country which shares a land border with India will be eligible to bid in this RFP only if the bidder is registered with Department of Promotion of Industry and Internal trade (DPIIT). Bidder for the purpose of this RFP (including the term 'Agency', 'Service Provider', 'tenderer', 'consultant', or 'service provider) means any firm or person or company, including any member of a consortium or joint venture, every artificial juridical person not falling in any of the descriptions stated hereinbefore, including any agency Branch or office controlled by such person, participating in a bidding process. Bidder from a country which shares a land border with India" for the purpose of this RFP means:
 - a) An entity incorporated, established or registered in such a country; or
 - b) A subsidiary of an entity incorporated, established or registered in such a country or
 - c) An entity substantially controlled through entities incorporated, established or registered in such a country or
 - d) An entity whose beneficial owner is situated in such a country or
 - e) An Indian agent of such an entity or
 - f) A natural person who is a citizen of such a country or
 - g) A consortium or joint venture where any member of the consortium or joint venture falls under any of the above
- iv. The beneficial owner for the purpose of ___ (d) above will be as under:
 - a. In case of a company or limited liability partnership, the beneficial owner is the natural person(s) who, whether acting alone or together, or through one or more judicial person, has a controlling ownership interest or who exercises control through Controlling ownership interest" means ownership of or entitlement to more than twenty five percent of shares or capital or profits of the company. Control shall include the right to appoint majority of the directors or to control the management or policy decisions including by virtue of their shareholdings or management rights or shareholders agreements or voting agreements.
 - b. In case of a partnership firm, the beneficial owner is the natural person(s) who, whether acting alone or together, or through one or more juridical person, has ownership of entitlement to more than fifteen percent of capital or profits of the partnership.

- c. In case of an unincorporated association or body of individuals, the beneficial owner is the natural person(s), who whether acting alone or together, or through one or more juridical person, has ownership of or entitlement to more than fifteen percent of the property or capital or profits of such association or body of individuals.
- d. Where no natural person is identified under para c above, the beneficial owner is the relevant natural person who holds the position of senior managing official
- e. In case of a trust, the identification of beneficial owner(s) shall include identification of the author of the trust, the trustee, the beneficiaries with fifteen percent or more interest in the trust and any other natural person exercising ultimate effective control over the trust through a chain of control or ownership.
- v. An agent for the purpose of para iv(e) above, is a person employed to do any act for another, or to represent another in dealings with third person.
- vi. For works contract including turnkey contracts the successful bidder shall not be allowed to sub-contract works to any contractor from a country which shares a land border with India unless such contractor is registered with DPIIT.
- vii. The Bidder shall also submit a CERTIFICATE regarding restrictions on procurement from a bidder of a country which shares a land border with India along with its technical Bids(Annexure-D) duly signed by the Bidder and witnessed by two persons. The Certificate shall be stamped as applicable in the State where it is executed. Bids submitted without such certificate shall not be considered and would be outrightly rejected

7. Bidding document

7.1 Cost of Bidding/Bid Document

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

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

7.2 Content of Bidding Document

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

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

- i. The Bid prepared by the Bidder, as well as all correspondences and documents relating to the Bid exchanged by the Bidder and the Bank and supporting documents and printed literature shall be submitted in English.
- ii. The information and all the documents provided/submitted by the Bidders in response to this RFP will become the property of SBI and will not be returned to the bidders. Incomplete information in Bid document may lead to non-consideration of the proposal.

7.3 Clarifications & Amendments on RFP/Pre-Bid Meeting

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

- i. The Bidder requiring any clarification of the RFP may obtain the same by submitting written queries through email (dgmops.sme@sbi.co.in) strictly in the

format given in **Annexure -N** within the stipulated date to Deputy General Manager (Operations & HR), SME Business Unit, SBI Corporate Centre, 5th Floor, Madam Cama Road, Mumbai 400 021. SBI shall clarify all such queries in the pre-bid meeting or may choose to reply by e-mail to individual queries. However, it may be noted that non-receipt of reply to the queries raised by an interested entity shall not be accepted as a valid reason for non-submission of offer or delayed submission. Similarly, non-reply to any query may not be deemed as an acceptance of the issue by the Bank. Should SBI deem it necessary to amend the RFP as a result of a clarification or otherwise, it shall do so following the procedure under para below.

- (b) A pre-Bid meeting will be held on the date and time specified in the schedule of events which may be attended virtually by the authorized representatives of the Bidders interested to respond to this RFP.
- (c) At any time prior to the deadline for submission of bids, SBI reserves the right to modify the RFP by amendment.
- (d) The queries received (without identifying source of query) and response of the Bank thereof will be posted on the Bank's website or conveyed to the Bidders.
- (e) Interested persons acting on the basis of this RFP for submission of their Bids are requested to provide their e-mail address to the Bank to enable the Bank to e-mail any subsequent amendment / modification to the RFP as also to share the link for virtual participation in Bid opening process. However, nonreceipt of any such e-mail or the failure of the Bank to send any such e-mail shall not affect the validity of such amendment / modification. It is vital that the interested bidders visit the Bank's website for ensuring that no corrigendum/addendum has been missed by them before finally submitting their bids.
- (f) SBI reserves the right to amend, rescind or reissue the RFP, at any time prior to the deadline for submission of Bids. The Bank, for any reason, whether, on its own initiative or in response to a clarification requested by a prospective Bidder, may modify the bidding Document, by amendment which will be made available to the Bidders by way of corrigendum/addendum. The interested parties/Bidders are advised to check the Bank's website regularly till the date of submission of Bid document specified in the schedule of events/email and ensure that clarifications / amendments issued by the Bank, if any, have been taken into consideration before submitting the Bid. Such amendments/clarifications, if any, issued by the Bank will be binding on the participating Bidders. Bank will not take any responsibility for any such omissions by the Bidder. SBI, at its own discretion, may extend the deadline for submission of Bids in order to allow prospective Bidders a reasonable time to prepare the

Bid, for taking the amendment into account. SBI also reserves the right to rescind or reissue the RFP. Nothing in this RFP or any addenda/corrigenda or clarifications issued in connection thereto is intended to relieve Bidders from forming their own opinions and conclusions in respect of the matters addresses in this RFP or any addenda/corrigenda or clarifications issued in connection thereto.

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

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

8. Bidding process

8.1 The bids shall be submitted in two separate sealed envelopes, one containing Technical Bid and the other Financial Bid, both to be submitted together in one envelope. All details with the relevant information/documents/acceptance of all terms and conditions strictly as described in this RFP will have to be submitted. Envelope containing Technical Bid will in turn, contain two separate envelopes, one containing details of eligibility criteria as per Annexure B of the RFP (super scribed as "Technical Bid - Eligibility Details") and the other containing Technical Bid-Detailed Bid as per Annexure D.

The bidders are advised to write their name and contact details (Phone No., e-mail and Address on all the envelopes). In the first stage, only the envelope containing 'Technical Bid - Eligibility Details' will be opened and evaluated. Technical Bid- Detailed Bid of only those bidders who satisfy the eligibility criteria as evaluated above will be evaluated. Those satisfying all criteria as per technical requirements and agreeing to comply with all terms and conditions specified in this document may be invited for technical presentation to display their capabilities, approach and methodology wherein they will be evaluated as per the technical evaluation criteria as per the RFP Exhibit IV. Such presentations are likely to be called within the time frame as per the Schedule of Events. Bank reserves the right to reject bids of the bidders who fail to make the presentations as scheduled by the Bank.

8.2 The technical evaluation will be followed by the opening of the financial bid of those bidders who qualify as per technical bid specified criteria and

further RFP process. The financial bid of those bidders who fail to meet the technical evaluation criteria shall be returned without opening.

- i. Bidders may please note:
 - a. The Bidder should quote for the entire package on a single responsibility basis for Services it proposes to provide.
 - b. A soft copy (Word format) on a pen drive should also be kept in a separate envelope within the envelope of technical Bid. Voluminous documents should be submitted only on pen drive.
 - c. While submitting the Technical Bid, literature on the Services should be segregated and kept together in one section / lot in a separate envelope.
 - d. Care should be taken that the Technical Bid shall not contain any price information. Such proposal, if received, will be rejected.
 - e. The Bid document shall be complete in accordance with various clauses of the RFP document or any addenda/corrigenda or clarifications issued in connection thereto, duly signed by the authorized representative of the Bidder and stamped with the official stamp of the Bidder. Board resolution authorizing representative to Bid and make commitments on behalf of the Bidder is to be attached.
 - f. Bids are liable to be rejected if only one (i.e. Technical Bid or Financial/Indicative Price Bid) is received.
 - g. Prices quoted by the Bidder shall remain fixed for the period specified in part II of this document and shall not be subjected to variation on any account, including exchange rate fluctuations and custom duty. **A Bid submitted with an adjustable price quotation will be treated as non-responsive and will be rejected.** Please note that the financial bid should not be submitted in soft form.
 - h. If deemed necessary, the Bank may seek clarifications on any aspect from the Bidder. However, that would not entitle the Bidder to change or cause any change in the substances of the Bid already submitted or the price quoted.
 - i. The Bidder may also be asked to give presentation for the purpose of clarification of the Bid.
 - j. The Bidder must provide specific and factual replies to the points raised in the RFP.

- k. The Bid shall be typed or written in indelible ink and shall be signed by the Bidder or a person or persons duly authorized to bind the Bidder to the Contract.
- l. All the enclosures (Bid submission) shall be serially numbered with rubber stamp of the participating Bidder. The person or persons signing the Bids shall initial all pages of the Bids, except for un-amended printed literature.
- m. Any inter-lineation, erasures or overwriting shall be valid **only** if these are initialled by the person signing the Bids.
- n. The Bid document shall be spirally bound.
- o. The Bank reserves the right to reject Bids not conforming to above.
- p. All the envelopes shall be addressed to the Bank and deliver at the address given in this RFP and should have name and address of the Bidder on the cover.
- q. If the envelope is not sealed and marked, the Bank will assume no responsibility for the Bid's misplacement or its premature opening.
- r. Bank's decision on opening and further processing of bids irrespective of minimum number of bids received in the bids, will be final and binding.

9. Preparation and Submission of Bids

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

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

9.3 Technical bid

The Technical bid should comprise of a total of three envelopes- one super envelope containing two envelopes, one containing details of eligibility criteria as per Annexure B and C of the RFP (super scribed as "Technical Bid - Eligibility Details") and other containing complete technical Bid details (super scribed as "Technical Bid – Detailed Bid") as per Annexure D in hard as well as soft copy (Word format in pen drive). These two sealed envelopes should be placed in a

single sealed envelope super scribed as "Technical bid for Appointment of Consultant for revamping Operating Models to drive growth in SME Business".

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

- i. A letter on bidder's letterhead mentioning Inter-alia (Annexure A)
 - a) Certifying that the period of the validity of the bid is 180 days from the last date of submission of bid;
 - b) Confirming that the bidder has quoted for all the items/services mentioned in the bid in their financial bid; ii. Annexure B & Annexure C along with the supporting documents in respect of Eligibility Criteria as mentioned therein; iii. Bidders details as per Annexure A on bidder's letter head; iv. Audited balance sheets and profit and loss account statement for last 3 years or certificate of Chartered Accountant stating bidder's Revenues, other desired financials.
- v. A copy of board resolution or power of attorney showing that the signatory has been duly authorized to sign the tender document. vi. Earnest Money Deposit (EMD):
 - a. The Bidder shall furnish, as part of its Bid, an **EMD of Rs. 5,00,000/- (Rupees Five lacs only)** by way of Pay Order / Demand Draft, issued by a Scheduled Commercial Bank in India, drawn in favour of State Bank of India payable at Mumbai along with Bidders letter for EMD as per Annexure I.
 - b. No interest will be paid on EMD amount.
 - c. The EMD is required to protect the Bank against the risk of Bidder's conduct, which would warrant the EMD's forfeiture.
 - d. The EMD shall be denominated in Indian Rupees and shall be in the form of a Pay Order / Demand Draft, issued by a Scheduled Commercial Bank in India, drawn in favour of State Bank of India payable at Mumbai and valid for a period of 90 days.
 - e. Any Bid not secured, as above, will be rejected by the Bank, as nonresponsive.
 - f. The EMD of the unsuccessful Bidders shall be returned as early as possible, on completion of selection process and necessary approvals.
 - g. The successful bidder's EMD will be discharged upon the Bidder signing the Contract and furnishing the Performance Bank Guarantee as per format Annexure H and as specified elsewhere in the RFP. The Bank

Guarantee must be furnished from a Scheduled Commercial Bank other than SBI within 14 days from the selection of successful Bidder.

- h. EMD may be forfeited:
 - I. if a Bidder withdraws his Bid during the period of Bid validity specified in this RFP; or
 - II. if a Bidder makes any statement or encloses any form which turns out to be false / incorrect at any time prior to signing of Contract; or
 - III. in the case of successful Bidder, if the Bidder fails:
 - a) to sign the Contract within the time specified by the Bank; or
 - b) to furnish Performance Bank Guarantee within the time specified in this RFP.
- i. A brief description of the Bidder's organization and in the case of a firm/partnership/company, of each partner/Director. Details of experience of assignments which are similar to the proposed assignment / job as per the terms of reference. The required data to be submitted in format as in Exhibit – I. Information should be provided only for those Assignment/jobs for which the Bidder was legally contracted as a corporation or as one of the major firms within a joint venture. Assignment/jobs completed by individual Professional staff working privately or through other consulting firms cannot be claimed as the experience of the Bidder, or that of the Bidder's associates, but can be claimed by the Professional staff themselves in their CVs. Bidders should be prepared to substantiate the claimed experience along with the proposal and must submit letter of award / copy of contract for all the assignments mentioned in the proposal.
- j. The Bidder should clearly indicate the support services required from the Bank for carrying out the activity as per Exhibit V.
- k. Data on Team Composition and Task assignments as per Exhibit II along with Curriculum Vitae (CV) of the proposed technical staff as per Exhibit III
- l. Comments and suggestions on the RFP including workable suggestions that could improve the quality/ effectiveness of the assignment/job may be made before the submission of the bids. SBI reserves the right to accept / reject the suggestions made by the Bidders. The requirements for staff and facilities including administrative support, office space, equipment, data, etc. to be provided by SBI to be clearly specified.
- m. The shortlisted consultants will be required to make a brief presentation on capabilities & methodology. They will be given a maximum of 45

minutes each to present. The presentation should be brief and crisp. It will form the basis of Technical Evaluation as listed in Exhibit-IV.

- n. The presentation of the Consultant should include the **milestones of the project which shall form the basis for payment of fees.**

9.4 Financial Bid

9.4.1 Bidder should submit financial bid as per Annexure E of the bid document. Financial Bid should be quoted for distinct stages of the job as per Annexure E. Financial bid should comprise of one hard copy of financial bid should be a complete document and placed in a sealed envelope super-scribed as "FINANCIAL BID". The single sealed envelope super scribed as "Financial Bid for Appointment of Consultant for revamping Operating Models to drive growth in SME Business".

9.4.2 The financial proposal shall not include any conditions attached to it and any such condition attached to the financial proposal shall be liable for rejection. The proposal should also indicate specific milestones and deliverables for raising bills for part payment subject to other conditions. Payment will be made after deducting Tax Deductible at Source as applicable. Please note no additional expenses would be paid for personnel, if any, who are required to come from abroad.

9.4.3 Bid Prices

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

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

9.4.4 Revealing of Prices

The rates and/ or prices in any form or for any reasons should not be disclosed in the technical or other parts of the bid except in the financial bid, failure to do so make the bid liable to be rejected. In the event of change in project scope wherein price revision is envisaged by the bank, revised financial bid may be required to be submitted in a separate sealed envelope.

9.4.5 Pre-Bid Meeting

SBI will organize a pre-bid meeting, if required, to resolve any queries, bidders may have. Any clarification on queries raised by any bidder will be communicated through the Bank's website. The exact date, time and location of the pre-bid meeting, if any, is as already stated in this RFP.

Any further information will be provided by SBI as corrigendum. It is vital that the interested bidders visit the Bank's website for ensuring that no corrigendum/addendum has been missed by them before finally submitting their bids.

9.4.6 Validity of Bids

Bid shall remain valid for 180 days from the last date for submission of Bid. A bid valid for shorter period is liable to be rejected. The bidder may require giving consent for the extension of the period of validity of the bid beyond initial 180 days, if so desired by the Bank in writing. Refusal to grant such consent would result in rejection of bid. However, any extension of validity of bids will not entitle the bidder to revise/ modify the bid document or price.

The Bank reserves the right to call for fresh quotes at any time during the Bid validity period, if considered, necessary.

9.4.7 Bid Integrity

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

9.4.8 Format and Signing of Bid

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

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

(c) All pages of the Bid document should be serially numbered and shall be signed by the authorized person(s) only. The person(s) signing the bid shall sign all pages of the bid and rubber stamp should be affixed on each page. The

bidder should submit a copy of board resolution or power of attorney showing that the signatory has been duly authorized to sign the tender document.

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

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

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

9.4.9 Last date of receipt of bids

The bid should be addressed to The Deputy General Manager (Operations & HR) and submitted at following address within the time and date mentioned in bid details:

Deputy General Manager (Operations & HR)
SME Business Unit
State Bank of India,
Corporate Centre
5th Floor, State Bank Bhavan,
Madam Cama Road, Mumbai 400 021

Bids must be received by the Bank at the address specified and by the date and time mentioned in the "Schedule of Events".

In the event of the specified date for submission of Bids being declared a holiday for the Bank, the Bids will be received upto the appointed time on the next working day.

In case the Bank extends the scheduled date of submission of Bid document, the Bids shall be submitted by the time and date rescheduled. All rights and obligations of the Bank and Bidders will remain the same.

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

9.4.10 Bid Currency

Prices shall be expressed in Indian National Rupees only.

9.4.11 Late Submission of bids

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

9.4.12 Modification and Withdrawal of Bids

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

10. Opening and Evaluation of Bids

10.1 Opening of Technical Bid

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

10.2 Evaluation Process

10.2.1 Preliminary examination

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

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

Prior to the detailed evaluation, the Bank will determine the responsiveness of each Bid to the bidding Document. For purposes of these Clauses, a responsive Bid is one, which conforms to all the terms and conditions of the bidding Document in toto, without any deviation.

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

If a Bid is not responsive, it will be rejected by the Bank and will not subsequently be made responsive by the Bidder by correction of the non-conformity.

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

10.2.2 Technical Evaluation Process

Technical evaluation of only those bids will be carried out which are prima facie found to be responsive and where all the required papers and EMD, Affidavits etc. have been furnished. Before technical evaluation, the bank will examine the bids to determine whether they are complete, whether any computational errors have been made, whether required information have been provided as underlined in the bid document, whether the documents have been properly signed, and whether bids are generally in order. The bank will reject the bid determined as not substantially responsive.

Detailed technical evaluation will include scrutiny of technical information submitted as per Technical Bid format (Annexure D) and responsiveness to the RFP including presentation to the Bank as specified. Bidders satisfying eligibility criteria and agreeing to comply with all terms and conditions specified in this document may be invited for technical presentation to display their capabilities, approach and methodology.

Criteria, sub-criteria and point system for technical evaluation to be followed are as provided under Exhibit IV. To qualify for opening of financial bids, the Bidder should have been awarded 70% or more marks or such other percentage desired by the Bank, in Technical evaluation.

Only those bids meeting the eligibility criteria and having complied with the points of Technical Bid and also having obtained a minimum score of 70% or such other percentage desired by the Bank in the technical evaluation as per Exhibit IV shall be considered qualified for financial bid opening & evaluation.

The Bank reserves the right to evaluate the Bids on technical & functional parameters including factory/work place visit and witness demos of the system and verify functionalities, response times, etc.

10.2.3 Financial Evaluation

The Financial Bid will be opened only for those bidders who have obtained a minimum score of 70% in the technical evaluation. The format for quoting financial bid is set out in Annexure E. The financial offer should consist of comprehensive cost for required consultancy services. Bidder must provide detailed cost breakdown, for different stages of the job as mentioned in the financial bid. Total cost of services quoted for one participant would be deemed as cost and entity quoting the lowest total cost would be awarded full marks and others pro rata.

10.3 Combined Techno-Financial evaluation:

i. Bids will be evaluated as per Combined Quality Cum Cost Based System. The Technical bids will be allotted weightage of 80% while financial bids will be allotted weightage of 20%.

ii. A combined score "Score (S)" will be arrived at after considering the nominal financial quote and the marks obtained in technical evaluation with relative weights of 20 % for Financial bid and 80 % for Technical Bid according to the following formula:

$$\text{Combined score of A} = 80 * \left[\frac{\text{Tech score of A}}{\text{Highest Tech Score}} \right] + 20 * \left[\frac{\text{Lowest Financial Bid}}{\text{Financial Bid of A}} \right]$$

The bidder obtaining the highest total combined score in evaluation of technical and financial as per para 10.3.ii above will be ranked H-1 followed by proposal securing lesser marks as H-2, H- 3 etc. Bidder securing highest combined marks and ranked H- 1 shall be recommended for award of contract. Bank will follow the internal procedure for necessary approvals and thereafter proceed with notification of award of contract.

S. No	Bidder	Technical Evaluation Marks	Nominal Financial Bid	Weighted technical Score	Weighted Financial Score	Score 'S' out of 100
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		(t)	(f)	= (t) / t highest *80	= f lowest / f * 20	
1	A	90	60	90/90 *80 = 80	50/60*20= 16.67	96.67
2	B	80	70	80/90*80 = 71.11	50/70*20 = 14.29	85.40
3	C	70	50	70/90*80 = 62.22	50/50*20=20	82.22

In the above example, 'A' with the Highest score becomes the successful bidder.

The successful Bidder is required to provide price confirmation and price breakup strictly within 48 hours of conclusion of the evaluation process, failing which Bank may take appropriate action including rejection of the Bid and awarding the work to other bidders, as well as debarring the said bidder from participating in further RFP's/Tenders of the Bank.

Contacting the Bank:

- i. No Bidder shall contact the Bank on any matter relating to its Bid, from the time of opening of Bid to the time, the Contract is awarded.
- ii. Any effort by a Bidder to influence the Bank in its decisions on Bid evaluation, Bid comparison or contract award may result in the rejection of the Bidder's Bid.

11. Award & Signing of contract

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

11.2 The successful bidder shall be required to enter into a contract/ Service Level Agreement (SLA) with the Bank, within 7 days of acceptance of the award of the tender or within such extended period as may be decided by the Bank along with the letter of acceptance, Non-Disclosure Agreement (NDA), Bank Guarantee (BG) strictly on the lines of Format given in **Annexure-F and Annexure-H** and other terms and conditions as may be determined by the

Bank to be necessary for the due performance of the work in accordance with the Bid and acceptance thereof.

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

11.4 The notification of award will constitute the formation of the Contract.

- i. The successful Bidder shall be required to enter into a contract/ SLA with the Bank, within 30 days of award of the tender or within such extended period as may be decided by the Bank.
- ii. Until the execution of a formal contract as per Annexure-L, the Bid document, together with the Bank's notification of award and the vendor's acceptance thereof, would constitute a binding contract between the Bank and the successful Bidder.

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

11.6 SBI will not consider substitution of professional staff during contract negotiations unless both parties agree that undue delay in the selection process makes such substitution unavoidable or for reasons such as long leave, death or medical incapacity or if the professional staff has left the organisation. Any proposed substitute shall have equivalent or better qualifications and experience than the original candidate and be submitted by the Consultant within the period of time specified by the Bank and to the full satisfaction of the Bank.

11.7. Failure of the successful Bidder to comply with the requirements/terms and conditions of this RFP shall constitute sufficient grounds for the annulment of the award and forfeiture of the EMD and/or PBG as well as blacklisting/ debarment of the bidder from any of the Bank's future RFP/Tenders

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

11.9 There will be strict adherence to the guidelines on the Office Memorandum issued by Ministry of Finance on the Insertion of Rule 144 (xi) in the General Financial Rules (GFRs), 2017 dated 23 July 2020 and amendments & clarifications hereto regarding restrictions on procurement from a bidder of a country which

shares a land border with India and on sub-contracting to contractors from such countries.

The bidders to provide the declaration as per enclosed **Annexure-O**.

12. Disclaimer :

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

Bank's Right to Accept Any Bid and to Reject Any or All Bids:

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

13. Bank Guarantee (BG)

13.1 The selected bidder would be required to submit a Bank Guarantee to the Bank for an amount equivalent to 10 % of the Project Cost within 14 days from the selection of the successful bidder. The BG will be valid for period of 12 months and such other extended period as the Bank may decide for due fulfilment of the project obligations.

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

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

13.4 In case of value of engagement being below a certain amount, Bank reserves the right to waive this stipulation of furnishing of BG.

If at any stage, Bank finds that the undertaking submitted by a selected bidder as mentioned at **Annexure - H** is found to be false in any way, in other words, if all services as mentioned under Scope of Work, are not being

provided by the bidder OR the required support, Bank has the right to reassign the orders to the other bidders and the bidder who has given wrong undertaking will be debarred/expelled for executing the orders further and Bank has the right to invoke its Performance Bank Guarantee.

If at any stage, Bank finds that a selected bidder has submitted any kind of false Certifications or Declarations, Bank has the right to reassign the orders to the other selected bidder and the bidder who has given false Certifications or Declarations will be debarred/expelled for executing the orders further and Bank has the right to invoke its Performance Bank Guarantee.

14. Conflict of Interest

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

14.2 Bidder shall not have a conflict of interest (the "Conflict of Interest") that affects the bidding Process. Any Bidder found to have a Conflict of Interest shall be disqualified. In the event of disqualification, the Bank shall be entitled to forfeit and appropriate the Bid Security and/or Performance Security (Performance Bank Guarantee), as the case may be, as mutually agreed upon genuine estimated loss and damage likely to be suffered and incurred by the Bank and not by way of penalty for, inter alia, the time, cost and effort of the Bank, including consideration of such Bidder's proposal (the "Damages"), without prejudice to any other right or remedy that may be available to the Bank under the bidding Documents and/ or the Concession Agreement or otherwise. Without limiting the generality of the above, a Bidder shall be deemed to have a Conflict of Interest affecting the bidding Process, if:

- (a) the Bidder, its Member or Associate (or any constituent thereof) and any other Bidder, its Member or any Associate thereof (or any constituent thereof) have common controlling shareholders or other ownership interest; provided that this disqualification shall not apply in cases where the direct or indirect shareholding of a Bidder, its Member or an Associate thereof (or any shareholder thereof having a shareholding of more than 5% (five per cent) of the paid up and subscribed share capital of such Bidder, Member or Associate, as the case may be) in the other Bidder, its Member or Associate, has less than 5% (five per cent) of the subscribed and paid up equity share capital

thereof; provided further that this disqualification shall not apply to any ownership by a bank, insurance company, pension fund or a public financial institution referred to in 2(72) of the Companies Act, 2013. For the purposes of this Clause, indirect shareholding held through one or more intermediate persons shall be computed as follows:

- (i) where any intermediary is controlled by a person through management control or otherwise, the entire shareholding held by such controlled intermediary in any other person (the "Subject Person") shall be taken into account for computing the shareholding of such controlling person in the Subject Person; and
 - (ii) subject always to sub-clause (i) above, where a person does not exercise control over an intermediary, which has shareholding in the Subject Person, the computation of indirect shareholding of such person in the Subject Person shall be undertaken on a proportionate basis; provided, however, that no such shareholding shall be reckoned under this sub-clause if the shareholding of such person in the intermediary is less than 26% of the subscribed and paid up equity shareholding of such intermediary; or
- (b) a constituent of such Bidder is also a constituent of another Bidder; or
 - (c) such Bidder, its Member or any Associate thereof receives or has received any direct or indirect subsidy, grant, concessional loan or subordinated debt from any other Bidder, its Member or Associate, or has provided any such subsidy, grant, concessional loan or subordinated debt to any other Bidder, its Member or any Associate thereof; or
 - (d) such Bidder has the same legal representative for purposes of this Bid as any other Bidder; or
 - (e) such Bidder, or any Associate thereof, has a relationship with another Bidder, or any Associate thereof, directly or through common third party/parties, that puts either or both of them in a position to have access to each other's information about, or to influence the Bid of either or each other; or
 - (f) such Bidder or any of its affiliates thereof has participated as a consultant to the Bank in the preparation of any documents, design or technical specifications of the Project.

For the purposes of this RFP, Associate means, in relation to the Bidder, a person who controls, is controlled by, or is under the common control with such Bidder (the "Associate"). As used in this definition, the expression "control" means, with respect to a person which is a company or corporation, the ownership,

directly or indirectly, of more than 50% (fifty per cent) of the voting shares of such person, and with respect to a person which is not a company or corporation, the power to direct the management and policies of such person by operation of law or by contract.

Penalties:

As mentioned in **Annexure-M** of this RFP.

Compliance with IS Security Policy:

The Successful Bidder/ Service provider shall have to comply with Bank's IT & IS Security policy in key concern areas relevant to the RFP, details of which will be shared with the finally selected Bidder. Some of the key areas are as under:

- i Responsibilities for data and application privacy and confidentiality
- ii Responsibilities on system and software access control and administration.
- iii Custodial responsibilities for data, software, hardware and other assets of the Bank being managed by or assigned to the Vendor
- iv Physical Security of the facilities
- v Physical and logical separation from other customers of the Vendor
- vi Incident response and reporting procedures
- vii Password Policy of the Bank
- viii. Data Encryption/Protection requirements of the Bank.
- viii. In general, confidentiality, integrity and availability must be ensured.

Right to Verification:

The Bank reserves the right to verify any or all of the statements made by the Bidder in the bid/tender document and to inspect the Bidder's facility, if necessary, to establish to its satisfaction about the Bidder's capacity/capabilities to perform the job. A review of the facility of the selected bidders may also be conducted by the IS Department of the Bank or their representative(s) any time during the contract period.

15. Patent Rights/ Intellectual Property Rights:

15.1 For any licensed material used by the consultant for performing services or developing tools for the Bank, the consultant should have right as well right to license for the outsourced services or third party. Any license or Intellectual Property Right (IPR) violation on the part of Consultant should not put the Bank at risk. The Bank reserves the right to audit the license usage of the consultant.

15.2 The consultant shall, at its own expenses without any limitation, indemnify and keep fully and effectively indemnified the Bank against all cost, claims, damages, demands, expenses and liabilities whatsoever nature arising out of or in connection with all claims of infringement of Intellectual Property Right, including patent, trademark, copyright, trade secret or industrial design rights of any third party arising from use of the technology / Software / products or any part thereof in India or abroad, for Software licensed/developed as part of this engagement. In case of violation/ infringement of patent/ trademark/ copyright/ trade secret or industrial design or any other Intellectual Property Right of third party, Service Provider shall, after due inspection and testing, without any additional cost (a) procure for the Bank the right to continue to using the Software supplied; or (b) replace or modify the Software to make it non-infringing so long as the replacement to or modification of Software provide substantially equivalent functional, performance and operational features as the infringing Software which is being replaced or modified; or (c) to the extent that the activities under clauses (a) and (b) above are not commercially reasonable, refund to the Bank all amounts paid by the Bank to Service Provider under this RFP/Agreement.

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

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

15.5 The Bank will give (a) notice to Service provider of any such claim without delay/provide reasonable assistance to Service provider in disposing of the claim; (b) sole authority to defend and settle such claim and; (c) will at no time admit to any liability for or express any intent to settle the claim provided that (i) Service Provider shall not partially settle any such claim without the written consent of the Bank, unless such settlement releases the Bank fully from such claim, (ii) Service Provider shall promptly provide the Bank with copies of all pleadings or similar documents relating to any such claim, (iii) Service Provider shall consult with the Bank with respect to the defense and settlement of any such claim, and (iv) in any litigation to which the Bank is also a party, the Bank shall be entitled to be separately represented at its own expenses by counsel of its own selection.

15.6 The Bank shall have absolute unqualified right title and ownership over all the deliverables, solutions and other products/services delivered by the

consultant consequent to the completion of the project or among work done in accordance with the contract.

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

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

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

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

16. Powers to Vary or Omit Work

16.1 No alterations, amendments, omissions, additions, suspensions or variations of the work (hereinafter referred to as variation) under the contract shall be made by the successful bidder except as directed in writing by the Bank. The Bank shall have full powers, subject to the provision herein after contained, from time to time during the execution of the contract, by notice in writing to instruct the successful bidder to make any variation without prejudice to the contract. The finally selected bidders shall carry out such variation and be bound by the same conditions as far as applicable as though the said variations occurred in the contract documents. If any suggested variations would, in the opinion of the finally selected bidders, if carried out, prevent him from fulfilling any of his

obligations under the contract, he shall notify Bank thereof in writing with reasons for holding such opinion and Bank shall instruct the successful bidder to make such other modified variation without prejudice to the contract. The finally selected bidder shall carry out such variation and be bound by the same conditions as far as applicable as though the said variations occurred in the contract documents. If Bank confirms its instructions, the successful bidder's obligations shall be modified to such an extent as may be mutually agreed. If such variation is substantial and involves considerable extra cost, the agreed difference in cost occasioned by such variation shall be added to or deducted from the contract price as the case may be.

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

16.3 If any change in the work is likely to result in reduction in cost, the parties shall agree in writing so as to the extent of change in contract price, before the finally selected bidder(s) proceeds with the change. In all the above cases, in the event of a disagreement as to the reasonableness of the said sum, the decision of Bank shall prevail.

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

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

18. Inspection, Quality Control and Audit

18.1. The Selected Bidder (Service Provider) has to get itself annually audited by internal/ external empaneled Auditors appointed by the Bank/ inspecting official

from the Reserve Bank of India or any regulatory authority, covering the risk parameters finalized by the Bank/ such auditors in the areas of products (IT hardware/ software) and services etc. provided to the Bank and the Service Provider is required to submit such certification by such Auditors to the Bank. The Service Provider and or his / their outsourced agents / sub – contractors (if allowed by the Bank) shall facilitate the same The Bank can make its expert assessment on the efficiency and effectiveness of the security, control, risk management, governance system and process created by the Service Provider. The Service Provider shall, whenever required by the Auditors, furnish all relevant information, records/data to them. All costs for such audit shall be borne by the Bank.

18.2. Where any deficiency has been observed during audit of the Service Provider on the risk parameters finalized by the Bank or in the certification submitted by the Auditors, the Service Provider shall correct/resolve the same at the earliest and shall provide all necessary documents related to resolution thereof and the auditor shall further certify in respect of resolution of the deficiencies. The resolution provided by the Service Provider shall require to be certified by the Auditors covering the respective risk parameters against which such deficiencies have been observed.

18.3 Service Provider shall, whenever required by the Bank, furnish all relevant information, records/data to such auditors and/or inspecting officials of the Bank/Reserve Bank of India and or any regulatory authority. The Bank reserves the right to call and/or retain for any relevant material information /reports including audit or review reports undertaken by the service provider (e.g., financial, internal control and security reviews) and findings made on Selected Bidder in conjunction with the services provided to the Bank.

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

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

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

Subcontracting:

- i. As per scope of the RFP, subcontracting is prohibited. However, if the Bidder subsequently wishes to sub-contract the scope of work, it will have to obtain specific written permission from the Bank before contracting any work to subcontractors. Bank at its own discretion may permit or deny the same and the bidder shall not be entitled to dispute the decision of the Bank in any manner.
- ii. In case subcontracting is permitted by the Bank, the contracting vendor will be responsible for all the services provided to the Bank regardless of which entity is conducting the operations. The contracting vendor is also responsible for ensuring that the sub-contractor comply with all security requirements of the contract and the Bank can obtain independent audit report for the same. In such a case, the Bidder shall provide subcontracting details to the Bank and if require, Bank may evaluate the same.
- iii. The Bank may choose to take an undertaking from Vendor employees and or employees of the sub-contractors, to maintain the confidentiality of the Bank's information/documents etc. The selected bidders need to obtain the Police Verification of its Employees / Employees of the sub-contractors, if any. Bank may seek details / confirmation on background verification and Police Verification of such employees worked/working on Bank's project as may have been undertaken / executed by the Vendor. Vendor should be agreeable for any such undertaking/verification.
- iv. Successful bidders shall not be allowed to sub-contract works to any contractor from a country which shares a land border with India unless such contractor is registered with DPIIT.
- v. In case sub-contracting is permitted by the Bank, the Successful bidder shall also furnish a certificate in the below format to the Bank
“ I have read the clause regarding restrictions on procurement from a bidder of a country which shares a land border with India and on sub-contracting to contractors from such countries; I certify that this bidder is not from such a country or if from such a country , has been registered with DPIIT and will not sub contract any work to a contractor from such countries unless such contractor is registered with DPIIT. I certify that the bidder fulfills all requirements in this regard and is eligible to be considered.”
(wherever applicable certificate of registration with DPIIT shall be attached)

Validity of Agreement:

The Agreement/ SLA will be valid for the period as specified in scope of work. The Bank reserves the right to terminate the Agreement anytime as per the terms of RFP/Agreement.

Limitation of liability:

- i. For breach of any obligation mentioned in this RFP, subject to obligations mentioned in this clause, in no event bidder shall be liable for damages to the Bank arising under or in connection with this RFP/Contract for an amount exceeding the total Cost of the Project. Service provider will ensure Bank's data confidentiality and shall be responsible for liability arising in case of breach of any kind of security and/or leakage of confidential customer/Bank's related information to the extent of loss so caused.
- ii. Under no circumstances shall either Party be liable for any indirect, consequential or incidental losses, damages or claims including loss of profit, loss of business or revenue.
- iii. The limitations set forth herein shall not apply with respect to:
 - a) claims that are the subject of indemnification pursuant to IPR infringement/ third party IPR infringement,
 - b) damage(s) occasioned by the gross negligence, fraud or willful misconduct of Service Provider,
 - c) damage(s) occasioned by Service Provider for breach of Confidentiality Obligations,
 - d) When a dispute is settled by the Court of Law in India.
 - e) Regulatory or statutory fines imposed by a Government or Regulatory agency for non-compliance of statutory or regulatory guidelines applicable to the Bank, provided such guidelines were brought to the notice of Service Provider.

For the purpose of clause 33(iii)(b) **“Gross Negligence” means** any act or failure to act by a party which was in reckless disregard of or gross indifference to the obligation of the party under this RFP/Contract and which causes injury, damage to life, personal safety, real property, harmful consequences to the other party, which such party knew, or would have known if it was acting as a reasonable person, would result from such act or failure to act for which such Party is legally liable. Notwithstanding the forgoing, Gross Negligence shall not include any action taken in good faith.
 - f) **“Willful Misconduct” means** any act or failure to act with an intentional disregard of any provision of this RFP/Contract, which a party knew or should have known if it was acting as a reasonable person, which would result in injury, damage to life, personal safety, real property, harmful consequences to the

other party, but shall not include any error of judgment or mistake made in good faith.

Confidentiality:

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

Delay in the Service provider's Performance:

- i. Services shall be made by the service provider within the timelines prescribed in this document.
- ii. If at any time during performance of the Contract, the service provider should encounter conditions impeding timely delivery and performance of Services, the service provider shall promptly notify the Bank in writing of the fact of the delay, its likely duration and cause(s). As soon as practicable after receipt of the service provider's notice, the Bank shall evaluate the situation and may, at its discretion, extend the service providers' time for performance, in which case, the extension shall be ratified by the parties by amendment of the Contract.
- iii. Any delay in performing the obligation/ defect in performance by the service provider may result in imposition of penalty, liquidated damages, invocation of Performance Bank Guarantee and/or termination of contract (as laid down elsewhere in this RFP document)

Obligations of the selected consultant (Successful Bidder):

- i. The service provider is responsible for and obliged to conduct all contracted activities in accordance with the contract using state-of-the-art methods and economic principles and exercising all means available to achieve the performance specified in the Contract.
- ii. The service provider is obliged to work closely with the Bank's staff, act within its own authority and abide by directives issued by the Bank from time to time and complete implementation activities.
- iii. The service provider will abide by the job safety measures prevalent in India and will free the Bank from all demands or responsibilities arising from accidents or loss of life, the cause of which is the Vendor's negligence. The Vendor will pay all indemnities arising from such incidents and will not hold the Bank responsible or obligated.
- iv. The service provider is responsible for managing the activities of its personnel or sub-contracted personnel (where permitted) and will hold itself responsible for any misdemeanors.
- v. The service provider shall treat as confidential all data and information about SBI, obtained in the process of executing its responsibilities, in strict confidence and will not reveal such information to any other party without prior written approval of the Bank as explained under 'Non-Disclosure Agreement' in **Annexure-F** of this document.

Fraud & Corrupt Practices:

- i. The Bidder and their respective officers, employees, agents and advisers shall observe the highest standard of ethics during the bidding Process. Notwithstanding anything to the contrary contained herein, the Bank shall reject an Application without being liable in any manner whatsoever to the Bidder if it determines that the Bidder has, directly or indirectly or through an agent, engaged in corrupt/fraudulent/coercive/undesirable or restrictive practices in the bidding Process.

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

- ii. Without prejudice to the rights of the Bank under Clause hereinabove, if a Bidder is found by the Bank to have directly or indirectly or through an agent, engaged or indulged in any corrupt/fraudulent/coercive/undesirable or restrictive practices during the bidding Process, such Bidder shall not be eligible to participate in any EOI/RFP issued by the Bank during a period of 2 (two) years from the date if such Bidder is found by the Bank to have directly or indirectly or through an agent, engaged or indulged in any corrupt/ fraudulent/ coercive/ undesirable or restrictive practices, as the case may be.

- iii. For the purposes of this Clause, the following terms shall have the meaning hereinafter, respectively assigned to them:
- (a) **“corrupt practice”** means (i) the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence the actions of any person connected with the bidding Process (for avoidance of doubt, offering of employment to or employing or engaging in any manner whatsoever, directly or indirectly, any official of the Bank who is or has been associated in any manner, directly or indirectly with the bidding Process or the Letter of Authority or has dealt with matters concerning the Concession Agreement or arising there from, before or after the execution thereof, at any time prior to the expiry of one year from the date such official resigns or retires from or otherwise ceases to be in the service of the Bank, shall be deemed to constitute influencing the actions of a person connected with the bidding Process); or (ii) engaging in any manner whatsoever, whether during the bidding Process or after the issue of the Letter of Authority or after the execution of the Agreement, as the case may be, any person in respect of any matter relating to the Project or the Letter of Authority or the Agreement, who at any time has been or is a legal, financial or technical adviser of the Bank in relation to any matter concerning the Project;
 - (b) **“Fraudulent practice”** means any omission or misrepresentation that may mislead or attempt to mislead so that financial or other benefits may be obtained or an obligation avoided. This includes making false declaration or providing false information for participation in a RFP process or to secure a contract or in execution of the contract;
 - (c) **“Coercive practice”** means impairing or harming or threatening to impair or harm, directly or indirectly, any person or property to influence any person’s participation or action in the bidding Process;
 - (d) **“Undesirable practice”** means (i) establishing contact with any person connected with or employed or engaged by the Bank with the objective of canvassing, lobbying or in any manner influencing or attempting to influence the bidding Process; or (ii) having a Conflict of Interest; and
 - (e) **“Restrictive practice”/ “Anti-competitive practice”** means any collusion, bid rigging or anti-competitive arrangement, or any other practice coming under the purview of the Competition Act, 2002, between two or more bidders, with or without the knowledge of the Bank, that may impair the transparency, fairness and the progress of the procurement process or to establish bid prices at artificial, non-competitive levels;

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

g) Debarment/Banning

Engagement/participation of Bidders and their eligibility to participate in the Bank's procurements is subject to compliance of ethical practices and performance in contracts as per terms and conditions of contracts. Following grades of debarment from engagement/participation in the Bank’s procurement process shall be considered against delinquent Vendors/Bidders:

h) Holiday Listing (Temporary Debarment - suspension):

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

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

i) Debarment from participation including removal from empanelled list

Debarment of a delinquent Vendor (including their related entities) for a period (one to two years) from the Bank’s procurements including

removal from empanelment, wherever such Vendor is empanelled, due to severe deficiencies in performance or other serious transgressions. Reasons which may justify debarment and/or removal of the Vendor from the list of empanelled vendors are:

- Without prejudice to the rights of the Bank under Clause hereinabove, if a Bidder is found by the Bank to have directly or indirectly or through an agent, engaged or indulged in any corrupt/fraudulent/coercive/undesirable or restrictive practices during the bidding Process, such Bidder shall not be eligible to participate in any EOI/RFP issued by the Bank during a period of 2 (two) years from the date of debarment.
- Vendor fails to abide by the terms and conditions or to maintain the required technical/operational staff/equipment or there is change in its production/service line affecting its performance adversely, or fails to cooperate or qualify in the review for empanelment;
- If Vendor ceases to exist or ceases to operate in the category of requirements for which it is empanelled;
- Bankruptcy or insolvency on the part of the vendor as declared by a court of law; or
- Banning by Ministry/Department or any other Government agency;
- Other than in situations of force majeure, technically qualified Bidder withdraws from the procurement process or after being declared as successful bidder: (i) withdraws from the process; (ii) fails to enter into a Contract; or (iii) fails to provide performance guarantee or any other document or security required in terms of the RFP documents;
- If the Central Bureau of Investigation/CVC/C&AG or Vigilance Department of the Bank or any other investigating agency recommends such a course in respect of a case under investigation;
- Employs a Government servant or the Bank's Officer within two years of his retirement, who has had business dealings with him in an official capacity before retirement; or
- Any other ground, based on which the Bank considers, that continuation of Contract is not in public interest.
- If there is strong justification for believing that the partners/directors/proprietor/agents of the firm/company has been guilty

of violation of the code of integrity or Integrity Pact (wherever applicable), evasion or habitual default in payment of any tax levied by law; etc.

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

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

19. Cancellation of Contract/Termination for Convenience

19.1 The Bank, by a written notice of not less than 90 (ninety) days sent to the service provider, may terminate the Contract, in whole or in part, at any time for its convenience without assigning any reasons. The notice of termination shall specify that termination is for the Bank's convenience, the extent to which performance of the service provider under the Contract is terminated, and the date upon which such termination becomes effective.

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

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

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

21. Liquidated Damages

If consultant fails to perform services within stipulated time schedule, the Bank shall, without prejudice to its other remedies under the contract, deduct from the contract price, as liquidated damages, a sum equivalent to 2% of the total project cost for delay of each week or part thereof maximum up to 12% of contract price. Once the maximum is reached, SBI may consider termination of Contract pursuant to the conditions of contract.

22. Termination for Default

The Bank, without prejudice to any other remedy for breach of Contract/RFP, by a written notice of not less than 30 (thirty) days sent to the service provider, may terminate the Contract in whole or in part for any of the following reasons:

- a. If the service provider fails to deliver and perform any or all the Services within the period(s) specified in the Contract, or within any extension thereof granted by the Bank pursuant to conditions of contract or if service provider fails to perform any other obligation(s) and/or breach any of terms and conditions of the RFP/Contract; or
 - b. If the service provider fails to perform any other obligation(s) under the contract; or
 - c. Laxity in adherence to standards laid down by the Bank; or
 - d. Discrepancies/deviations in the agreed processes and/or Services.; or
 - e. Violations of terms and conditions stipulated in this RFP.
 - f. On happening of any termination event mentioned in the RFP/Contract
- ii. In the event the Bank terminates the Contract in whole or in part for the breaches attributable to the service provider, the Bank may procure, upon such terms and in such manner as it deems appropriate, Services similar to those undelivered, and the service provider shall be liable to the Bank for any increase in cost for such similar Services. However, the service provider shall continue performance of the Contract to the extent not terminated.
 - iii. If the contract is terminated under any termination clause, the service provider shall handover all documents/ executable/ Bank's data or any other relevant information to the Bank in timely manner and in proper format as per scope of this RFP and shall also support the orderly transition to another vendor or to the Bank.
 - iv. During the transition, the service provider shall also support the Bank on technical queries/support on process implementation or in case of software provision for future upgrades.
 - v. The Bank's right to terminate the Contract will be in addition to the penalties / liquidated damages and other actions as specified in this RFP/Contract.

vi. In the event of failure of the Service Provider to render the Services or in the event of termination of contract or expiry of term or otherwise, without prejudice to any other right, the Bank at its sole discretion may make alternate arrangement for getting the Services contracted with another vendor. In such case, the Bank shall give prior notice to the existing Service Provider. The existing Service Provider shall continue to provide services as per the terms of contract until a 'New Service Provider' completely takes over the work. During the transition phase, the existing Service Provider shall render all reasonable assistance to the new Service Provider within such period prescribed by the Bank, at no extra cost to the Bank, for ensuring smooth switch over and continuity of services. If existing vendor is in breach of this obligation, they shall be liable for paying a penalty of as provided in this RFP on demand to the Bank, which may be settled from the payment of invoices or Performance Bank Guarantee for the contracted period or by invocation of Performance Bank Guarantee.

23. Force Majeure

- i. Notwithstanding the provisions of terms and conditions contained in this RFP, the Vendor shall not be liable for forfeiture of its performance security, liquidated damages, or termination for default, if any, and to the extent that the delay in performance or other failure to perform its obligations under the Contract is the result of an event of Force Majeure.
- ii. .For the purposes of this clause, 'Force Majeure' means and includes wars, insurrections, revolution, civil disturbance, riots, terrorist acts, public strikes, hartal, bundh, fires, floods, epidemic, pandemic, lockdown, quarantine restrictions, freight embargoes, declared general strikes in relevant industries, Vis Major Act of Government, impeding reasonable performance of the Vendor and / or Sub-Contractor but does not include any foreseeable events, commercial considerations or those involving fault or negligence on the part of the party claiming Force Majeure.
- iii. If a Force Majeure situation arises, the Vendor shall promptly notify the Bank in writing of such condition and the cause thereof. Unless otherwise directed by the Bank in writing, the Vendor shall continue to perform its obligations under the Contract as far as is reasonably practical and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.

iv) If the Force Majeure situation continues beyond 30 (thirty) days, either party shall have the right to terminate the Contract by giving a notice to the other party. Neither party shall have any penal liability to the other in respect of the termination of the Agreement as a result of an event of Force Majeure. However, Service Provider shall be entitled to receive payments for all services actually rendered up to the date of the termination of the Contract.

24. Termination for Insolvency

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

Termination for Convenience:

The Bank, by a written notice of not less than 90 (ninety) days sent to the service provider, may terminate the Contract, in whole or in part, at any time for its convenience without assigning any reasons. The notice of termination shall specify that termination is for the Bank's convenience, the extent to which performance of the service provider under the Contract is terminated, and the date upon which such termination becomes effective.

25. Governing Law and Disputes (Applicable in case of successful bidder only)

25.1 All disputes or differences whatsoever arising between the parties out of or in connection with the contract or in discharge of any obligation arising out of the Contract (whether during the progress of work or after completion of such work and whether before or after the termination of the contract, abandonment or breach of the contract), shall be settled amicably. If, however, the parties are not able to solve them amicably, party (SBI or Consultant), give written notice to other party clearly setting out there in specific dispute(s) and/or difference(s) and shall be referred to a sole arbitrator mutually agreed upon, and the award made in pursuance thereof shall be binding on the parties. In the absence of consensus about the single arbitrator, the dispute may be referred to a panel of three arbitrators; one to

be nominated by each party and the said arbitrators shall nominate a presiding arbitrator, before commencing the arbitration proceedings. The arbitration shall be conducted in accordance with the Arbitration and Conciliation Act, 1996 and any amendment thereto. Any appeal will be subject to the exclusive jurisdiction of courts at Mumbai.

25.2 The Consultant shall continue work under the Contract during the arbitration proceedings unless otherwise directed by the Bank or unless the matter is such that the work cannot possibly be continued until the decision of the arbitrator is obtained.

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

26. Governing language

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

27. Governing Law & Jurisdiction

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

28. Notices

Any notice given by one party to the other pursuant to the contract shall be sent to other party in writing. For the purpose of all notices, the following shall be the current address:

Deputy General Manager (Operations and HR)
SME Business Unit,
State Bank of India,
Corporate Centre
5th Floor, State Bank Bhavan,
Madam Cama Road
Mumbai 400 021

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

Transition Clause:

In the event of failure of the selected bidder to render the services or in the event of termination of agreement or expiry of term or otherwise, without prejudice to any other right, the Bank at its sole discretion may make alternate arrangements for getting the services contracted with another Agency . In such case, the Bank shall give prior notice to the existing Selected Bidder. The existing selected bidder shall continue to provide services as per the terms of contract until a 'New Agency' completely takes over the work. During the transition phase, the existing selected bidder shall render all reasonable assistance to the new Agency within such period prescribed by the Bank, at no extra cost to the Bank, for ensuring smooth switch over and continuity of services. If the Selected Vendor is in breach of this obligation, they shall be liable for paying penalty of 10% of Contract Value on demand to the Bank, which may be settled from the payment of invoice for the contracted period. Such penalty would be without prejudice to the bank's other rights under the contract/RFP.

29. Taxes and Duties

- a. The service provider shall be liable to pay all corporate taxes and income tax that shall be levied according to the laws and regulations applicable from time to time in India and the price Bid by the service provider shall include all such taxes in the quoted price.
- b. Prices quoted should be exclusive of all Central / State Government taxes/duties and levies but inclusive of Custom duty as also cost of incidental services such as transportation, road permits, insurance etc. The quoted prices and taxes/duties and statutory levies such as GST etc. should be specified in the Financial Bid(**Annexure-E**).
- c. Only specified taxes/ levies and duties in the **Annexure-E** will be payable by the Bank on actuals upon production of original receipt wherever required. If any specified taxes/ levies and duties in **Annexure-E** are replaced by the new legislation of Government, same shall be borne by the Bank. The Bank shall not be liable for payment of those Central / State Government taxes, levies, duties or any tax/ duties imposed by local bodies/ authorities, which are not specified by the Bidder in **Annexure-E**

- d. Prices payable to the Vendor as stated in the Contract shall be firm and not subject to adjustment during performance of the Contract, irrespective of reasons whatsoever, including exchange rate fluctuations. The Bidder will pass on to the Bank, all fiscal benefits arising out of reductions, if any, in Government levies viz. custom duty or the benefit of discounts if any announced in respect of the cost of the items/services for which orders have been placed during that period.
- e. Income / Corporate Taxes in India: The Bidder shall be liable to pay all corporate taxes and income tax that shall be levied according to the laws and regulations applicable from time to time in India and the price Bid by the Bidder shall include all such taxes in the contract price.
- i. All expenses, stamp duty and other charges/ expenses in connection with the execution of the Agreement as a result of this RFP process shall be borne by the Vendor alone. The Agreement/ Contract would be stamped as per Maharashtra Stamp Act, 1958 and any amendment thereto.

Tax deduction at Source:

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

30. Consultant's Obligation

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

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

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

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

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

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

31. Services

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

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

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

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

Tender/Bid Fee:

The same should be furnished by the Bidders in the form of Demand Draft/ Bankers' Cheque as mentioned in part II. It should be enclosed with Technical Bid. The Bids without tender fee will not be considered valid.

The completed bid proposal has to be submitted along with the requisite enclosures and demand draft of Rs.10,000/- towards fee of RFP (non-refundable) favoring "State Bank of India" payable in Mumbai. The said demand draft should be kept in the envelope containing the technical bid.

32. Other Terms and Conditions

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

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

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

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

32.5 The Bank also reserves the right to alter/ modify any/ some/ all of the requirements, as it may deem necessary, and notify the same on the Bank's website before the last date for submission of response under this RFP. The Bidders should be agreeable for the same.

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

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

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

- i. Services Contemplated are no longer required,
- ii. Scope of work were not adequately or clearly defined due to unforeseen circumstance and/or factors and/or new developments,
- iii. Proposed prices are unacceptable to the Work,
- iv. The Project is not in the best interest of SBI,
- v. Any other reason, which is the sole opinion of the Bank a ground for cancellation of the RFP.

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

- 32.10 SBI reserves the right to re-negotiate the prices in the event of changes in the market conditions and/or technology etc.
- 32.11 During the term of agreement, bidder will not hire or retain, either as an employee or consultant any employee of Bank. During the contract period, Bank will also not hire or retain, either as an employee or consultant, any employee of the bidder. However, this shall not be the applicable in respect of any regular recruitment process of the Bank as per its recruitment policy.
- 32.12 All pages of RFP should be stamped and signed by Authorized Signatory of the Bidder.
- 32.13 Consultant should carry out any change request necessitated by the Bank to the solution.
- 32.14 Consultant has to take an undertaking from Consultant's employees connected with the contract/RFP/solution to maintain the confidentiality of the Bank's information/documents etc. Bank may seek details / confirmation on background verification of Consultant's employees worked/working on Bank's project as may have been undertaken / executed by the Consultant. Consultant should be agreeable for any such undertaking/verification.
- 32.15 The various activities as per the RFP shall be carried out on the respective dates indicated in the 'Bid Details' under clause 1. However, the Bank reserves the sole right to modify / amend / change any such dates and the same will be suitably communicated to the consultants who have been issued this RFP.
- 32.16 Consultant shall not use any information or material received from the Bank or designed as part of the deliverables for the benefit of consultant or any third party(s).

Annexure – A: Bid covering letter

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

To,

Deputy General Manager (Operations & HR)
SME Business Unit
State Bank of India,
Corporate Centre
5th Floor, State Bank Bhavan,
Madam Cama Road
Mumbai 400 021

Sir/Madam,

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

We have examined the above RFP, the receipt of which is hereby duly acknowledged and subsequent pre-Bid clarifications/ modifications / revisions, if any, furnished by the Bank and we offer to provide Services detailed in this RFP. We shall abide by the terms and conditions spelt out in the RFP. We shall participate and submit the commercial Bid through online auction to be conducted by the Bank's authorized service provider, on the date advised to us.

2. While submitting this Bid, we certify that:

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

- The rate quoted in the indicative *price Bids are as per the RFP* and subsequent pre-Bid clarifications/ modifications/ revisions furnished by the Bank, without any exception.
3. If our offer is accepted, we undertake to complete the formalities for providing Services within the period specified in this document.
 4. We agree to abide by all the Bid terms and conditions, contents of Service Level Agreement as available at **Annexure-L of this** document and the rates quoted therein for the orders awarded by the Bank up to the period prescribed in the Bid, which shall remain binding upon us.
 5. Until a formal contract is executed as per **Annexure -L**, this Bid, together with your written acceptance thereof and your notification of award, shall constitute a binding Contract between us.
 6. We undertake that, in competing for (and, if the award is made to us, in executing) the above contract, we will strictly observe the laws against fraud and corruption in force in India namely "Prevention of Corruption Act 1988, as amended".
 7. We undertake that we will not offer, directly or through intermediaries, any bribe, gift, consideration, reward, favour, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any official of the Bank, connected directly or indirectly with the bidding process, or to any person, organisation or third party related to the contract in exchange for any advantage in the bidding, evaluation, contracting and implementation of the contract.
 8. We undertake that we will not resort to canvassing with any official of the Bank, connected directly or indirectly with the bidding process to derive any undue advantage. We also understand that any violation in this regard, will result in disqualification of bidder from further bidding process.
 9. We certify that we have not made any changes in the contents of the RFP document read with its amendments/clarifications provided by the Bank submitted by us in our Bid document.
 10. It is further certified that the contents of our Bid are factually correct. We also accept that in the event of any information / data / particulars proving to be incorrect, the Bank will have the right to disqualify us from the Bid. We shall make available to the Bank any additional information it may find necessary or require to supplement or authenticate the Qualification

statement. We also acknowledge the right of the Bank to reject our Bid/Application without assigning any reason or otherwise and hereby waive our right to challenge the same on any account whatsoever

11. We understand that you may cancel the bidding process any time and that you are neither bound to accept any Application that you may receive nor to invite that Applicants without incurring any liability to the Applicants. We further understand that you are not bound to accept the lowest or any Bid you may receive and you may reject all or any Bid without assigning any reason or giving any explanation whatsoever.
12. We hereby undertake that our name does not appear in any "Caution" list of RBI / IBA or any other regulatory body for outsourcing activity.
13. If our Bid is accepted, we undertake to enter into and execute at our cost, when called upon by the Bank to do so, a contract in the prescribed form (Annexure -M) and we shall be jointly and severally responsible for the due performance of the contract.
14. The name(s) of successful Bidder to whom the contract is finally awarded after the completion of bidding process shall be displayed on the website of the Bank and/or communicated to the successful Bidder(s).
15. We certify that in regard to matters other than security and integrity of the country, we have not been convicted by a Court of Law or indicted or adverse orders passed by a regulatory authority which could cast a doubt on our ability to undertake the Project or which relates to a grave offence that outrages the moral sense of the community.
16. We further certify that in regard to matters relating to security and integrity of the country, we have not been charge-sheeted by any agency of the Government or convicted by a Court of Law for any offence committed by us or by any of our Associates.
17. We further certify that no investigation by a regulatory authority is pending either against us or against our Associates or against our CEO or any of our Directors/ Managers/ employees.

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

We hereby certify that on the date of submission of Bid, we do not have any Service Level Agreement pending to be signed with the Bank for more than 6 months from the date of issue of work order.

We hereby certify that we have read the clauses contained in O.M. No. 6/18/2019-PPD, dated 23.07.2020 order (Public Procurement No. 1), order (Public Procurement No. 2) dated 23.07.2020 and order (Public Procurement No. 3) dated 24.07.2020 regarding restrictions on procurement from a bidder of a country which shares a land border with India. We further certify that we and our OEM are not from such a country or if from a country, has been registered with competent authority. We certify that we and our OEM fulfil all the requirements in this regard and are eligible to participate in this RFP.

If our Bid is accepted, we undertake to enter into and execute at our cost, when called upon by the Bank to do so, a contract in the prescribed form and we shall be solely responsible for the due performance of the contract.

We hereby certify that none of ours and/or our partner's /Directors are convicted of any criminal offence related to their professional conduct or making false statements or misrepresentations as to their qualifications to enter into a Procurement Contract within a period of two years preceding the date of RFP. If a bidder chooses not to disclose any such issue, and the same comes to Bank's notice at a later date, the Bank will be free to revoke any contract entered with the vendor/service provider and invoke Bank Guarantee at its discretion.

We hereby understand that any of the mentioned services can be withdrawn by the Bank by giving a notice of 14 days, any time during the contract period and no commercials for the service as per price discovery, will be paid by the Bank, subsequent to withdrawal of service.

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

Dated this day of 2021

(Signature)

(Name)

(In the capacity of)

Duly authorised to sign Bid for and on behalf of

Seal of the company.

Note: Company to provide copy of the board resolution authorizing the signatory to sign the bid documents.

Annexure B: Eligibility Criteria :

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

Sr. No.	Eligibility Criteria	Documents to be submitted
1	Bidder must be an Indian firm/ company /organization registered under applicable Act in India and Should be a professional Management Consulting Company / firm of international repute / standing	A write up about the company / firm, its standing and past work done. (Not exceeding 2 pages) Copy of the Partnership deed/Bye Law/ Certificate of Incorporation issued by Registrar of Companies along with Memorandum & Articles of Association and full address of the registered office
2	The bidder should be in existence for a minimum period of 5 years* in India	Certificate of Business Commencement.
3	The bidder must have a minimum annual Revenues in India, of Rs. 500 Crore* in two out of the past three financial years	Copy of the audited Balance Sheet and / or Certificate of the Chartered Accountant for preceding two years
4.	The Bidder should report Profit Before Tax(PBT) for at least 2(two) out of the last 3(three) financial years.	Copy of the Audited Financial Statements alongwith Profit & Loss account Statement for the corresponding years.
5.	The Firm should have relevant experience of conducting similar consulting assignments in India in at least one Public Sector Bank/Large Private Sector Bank.	Copy of the Engagement letter from clients on client's letterhead or Purchase/Procurement Order/Client Certificate from client. Minimum 02 Engagement certificates/relevant documents in the last 3 years along with Self Certification of total client list for each year separately. The retainership services provided during the course of each financial year will be acceptable only when the retainership period is minimum 3 months in that particular financial year.

6	Client references and contact details(e mail/landline/mobile) of Customers for whom the Bidder has executed similar projects in India(Start date and End date of the project to be mentioned)	Self certification.
7	All bidders are required to submit an earnest bid deposit of Indian Rupees Five lacs in their response to RFP.	Pay Order / Demand Draft, issued by a Scheduled Commercial Bank in India, drawn in favour of State Bank of India payable at Mumbai.
8	Non-refundable Bid Fee of Rs. 10,000/-	Pay Order / Demand Draft, issued by a Scheduled Commercial Bank in India, drawn in favour of State Bank of India payable at Mumbai.
9	Bidder should have full-fledged office at Mumbai.	A copy of latest Landline MTNL or BSNL phone bill /Electricity bill/ Registration with shop and establishment Dept./ Registered rent or lease agreement in the name of bidder.
10	Bidder should have statutory registration(s) with Tax and other compliance authorities	A copy of PAN/TAN/ VAT/Service Tax /GST Registration No.(whichever applicable) in the name of bidder
11	Past/present litigations, disputes, if any (Adverse litigations could result in disqualification, at the sole discretion of the Bank)	Brief details of litigations, disputes, if any are to be given on Company's letter head.
12	Past/present litigations, disputes, if any (Adverse litigations could result in disqualification, at the sole discretion of the Bank)	Brief details of litigations, disputes, if any are to be given on Company's letter head.

13	<p>The Bidder should not have any Service Level Agreement pending to be signed with the Bank for more than 6 months from the date of issue of purchase order issued by any of the Department of SBI as on the date of Bid submission.</p>	<p>Bidder should specifically confirm on their letter head in this regard.</p>
14	<p>The Bidder should agree to the terms and conditions of Service Level Agreement as per Annexure-L, should they become the successful bidder</p>	<p>Bidder should specifically confirm on their letter head in this regard.</p>
15	<p>Bidders should not be under debarment/blacklist period for breach of contract/fraud/corrupt practices by any Scheduled Commercial Bank/ Public Sector Undertaking / any regulatory body etc., IBA, RBI, TRAI, DOT, or regulator of any other country/ State or Central Government or their agencies/ departments on the date of submission of bid for this RFP.</p> <p>In case of merger /acquisition / purchase / takeover, this clause would be applicable to both the organisations. i.e., in case any one of the organisations is blacklisted, then the same would be applicable to both organisations.</p> <p>Any instance of non-completion of the project or termination of SLA by any entity due to non-performance of the vendor for the reasons attributable to the</p>	<p>Bidder should specifically confirm on their letter head in this regard as per Annexure-A.</p>

	<p>vendor/bidder or their respective partner, during last 3 years prior to the date of RFP, shall be treated as non-performance on the part of the bidder and its partner and such bidders shall not be considered eligible for implementation of the project.</p>	
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Documentary evidence must be furnished against each of the above criteria along with an index. All documents must be signed by the authorized signatory of the Bidder. Relevant portions, in the documents submitted in pursuance of eligibility criteria, should be highlighted. False compliances with respect to any of the minimum Eligibility/Technical criteria would disqualify the bidder from the RFP process. If a bidder is finally selected and at any stage during the term of the contract, if bank finds the false certification for meeting the minimum eligibility/technical criteria, or bidder is not eligible as per the minimum eligibility and technical evaluation criteria, Bank may debar/expel and blacklist the bidder and reassign the orders to other vendors and Bank has right to invoke our Performance Bank Guarantee.

Name & Signature of authorised signatory

Seal of Company

Annexure C: Bidder Details

Details of the Bidder

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

Signature and Seal of Company

Annexure D: Technical Bid – Detailed Bid

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

Sl. No	Item	Details
1.	Brief profile of your Company/Firm	
2.	Presence in India since	
3.	Headquarters	
4.	Size of Organization	
5.	Organizational structure and how it is geared to take up the present project	
6.	Measurable results that you have achieved for BFSI organisations (Please provide verified data)	
7.	List of major clients and length of relationships	
8.	Have you conducted a similar intervention for a service industry and banking industry/PSU in particular? If yes, please specify separately.	
9.	What processes do you use to arrive at the intervention framework?	

10	What is the in-house expertise you have in understanding banking / State Bank of India better?	
11.	What is your expertise in using technology to drive the intervention? (Please specify with examples).	

Annexure E: Financial Bid

The financial Bid needs to contain the information listed hereunder in a sealed envelope bearing the identification – “Financial Bid for revamping Operating Models to drive growth in SME Business”.

Name of the Bidder:

Sl. No	Item	Amount	Taxes
1.	Cost of services		
2.	Incidental Expenses, if any (Please specify item wise)		
3.	Out of Pocket expenses (Please specify the type of expenses)		
TOTAL			

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

Additional information, if any:

Note: i. A retention money amounting to 10% of the total payable amount at each stage will be retained by the Bank and paid after successful completion of the entire project.

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

iii. The total fee quoted shall be quoted only in Indian Rupees. The total cost (exclusive of taxes) quoted per participant for providing services mentioned under "Scope of Work" derived from above formats shall be considered for financial evaluation. In case of discrepancy between amount in words and figures, the former will prevail. iv. Bank will not pay any amount which is not quoted in above financial bid.

Authorized Signatory

Seal of Company

(Payment Terms is mentioned in Exhibit VI).

Annexure F: NON-DISCLOSURE AGREEMENT

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

State Bank of India constituted under the State Bank of India Act, 1955 having its Corporate office at Madam Cama Road, Mumbai through its SME Business Unit (herein referred to as Bank which expression includes its successors and assigns) of the ONE PART;

And

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

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

And Whereas

1. Consultant_____ is carrying on the business of providing Assessment Centre & Development Journey related consultancy services, has agreed to provide such service as detailed in RFP.
2. For the purpose of advancing their business relationship, the parties would need to disclose certain valuable confidential information to each other. Therefore, in consideration of covenants and agreements contained herein for the mutual disclosure of confidential information to each other, and intending to be legally bound, the parties agree to terms and conditions as set out hereunder.

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

1. Confidential Information and Confidential Materials:

1.1 "Confidential Information" means non-public information that Disclosing Party designates as being confidential or which, under the circumstances surrounding disclosure ought to be treated as confidential or any other information, categorized herein as confidential information. "Confidential Information" includes, without limitation, information relating to installed or purchased Disclosing Party material or hardware products, the information relating to general architecture of Disclosing Party's network, information relating to nature and content of data stored within network or in any other storage media, Disclosing

Party's business policies, practices, methodology, policy design delivery, and information received from others that Disclosing Party is obligated to treat as confidential. Confidential Information disclosed to Receiving Party by any Disclosing Party Subsidiary and/ or agents is covered by this agreement.

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

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

2. Restrictions

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

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

comply with any applicable protective order or equivalent. The intended recipients for this purpose are:

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

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

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

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

3. Rights and Remedies

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

3.2 Receiving Party shall return all originals, copies, reproductions and summaries of Confidential Information or Confidential Materials at Disclosing Party's request, or at Disclosing Party's option, certify destruction of the same.

3.3 Receiving Party acknowledges that monetary damages may not be the only and / or a sufficient remedy for unauthorized disclosure of Confidential Information and that disclosing party shall be entitled, without waiving any other rights or remedies (as listed below), to injunctive or equitable relief as may be deemed proper by a Court of competent jurisdiction.

- a. Suspension of access privileges
- b. Change of personnel assigned to the job

c. Financial liability for actual, consequential or incidental damages

d. Termination of contract

3.4 Disclosing Party may visit Receiving Party's premises, with reasonable prior notice and during normal business hours, to review Receiving Party's compliance with the term of this Agreement.

4. Miscellaneous

4.1 All Confidential Information and Confidential Materials are and shall remain the property of Disclosing Party. By disclosing information to Receiving Party, Disclosing Party does not grant any expressed or implied right to Receiving Party to disclose information under the Disclosing Party patents, copyrights, trademarks, or trade secret information.

4.2 Any material and documentation provided under this Agreement is provided with RESTRICTED RIGHTS.

4.3 Neither party grants to the other party any license, by implication or otherwise, to use the Confidential Information, other than for the limited purpose of evaluating or relating to the consultancy services agreed between the parties, or any license rights whatsoever in any patent, copyright or other intellectual property rights pertaining to the Confidential Information.

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

4.5 For the purpose of avoiding any ambiguity it is clarified that the services / solution or other deliverables provided or to be provided by

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

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

4.7 In case of any dispute, both the parties agree for neutral third-party arbitration. Such arbitrator will be jointly selected by the two parties and he/she may be an auditor, lawyer, consultant or any other person of trust. The said proceedings shall be conducted in English language at Mumbai and in accordance with the provisions of Indian Arbitration and Conciliation Act 1996 or any Amendments or Re-enactments thereto.

4.8 Subject to the limitations set forth in this Agreement, this Agreement will inure to the benefit of and be binding upon the parties, their successors and assigns.

4.9 If any provision of this Agreement shall be held by a court of competent jurisdiction to be illegal, invalid or unenforceable, the remaining provisions shall remain in full force and effect.

4.10 All obligations created by this Agreement shall survive change or termination of the parties' business relationship.

5. Suggestions and Feedback

5.1 Either party from time to time may provide suggestions, comments or other feedback to the other party with respect to Confidential Information provided originally by the other party (hereinafter "feedback"). Both party agree that all Feedback is and shall be entirely voluntary and shall not in absence of separate agreement,

create any confidentially obligation for the receiving party. However, the Receiving Party shall not disclose the source of any feedback without the providing party's consent. Feedback shall be clearly designated as such and, except as otherwise provided herein, each party shall be free to disclose and use such Feedback as it sees fit, entirely without obligation of any kind to other party. The foregoing shall not, however, affect either party's obligations hereunder with respect to Confidential Information of other party.

Dated this _____ day of _____ 2021 at _____

(month) (place)

For and on behalf of _____

Name		
Designation		
Place		
Signature		

For and on behalf of _____

Name		
Designation		
Place		
Signature		

Annexure G: Compliance Statement

DECLARATION

Terms & Conditions

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

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

1)

2)

....

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

Authorised Signatory

Seal of Company

Annexure H: Format for Bank Guarantee

To,

State Bank of India,

SME Business Unit

Corporate Centre

5th Floor, Madam Cama Road

Mumbai

(Hereinafter referred to as "SBI / you")

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

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

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

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

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

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

Notwithstanding anything contained hereinabove, our liability under this Guarantee is restricted to Rs. _____/- (Rupees _____ Only).

This Guarantee shall remain in full force and effect for a period of __ months from the date of this guarantee i.e. up to _____. Unless a claim under this Guarantee is made against us within 12 months from that date i.e. on or before _____, all your rights under this Guarantee shall be forfeited and we shall be relieved and discharged from all liabilities there under whether or not this guarantee bond is returned to us or not.

Date:

For _____

(Branch and Bank) Authorized Signatory

Place:

**Annexure I: Bidder's Letter
for EMD**

To,

State Bank of India,

SME Business Unit

Corporate Centre

5th Floor, Madam Cama Road

Mumbai – 400 021

RFP: Conducting Assessment Centre and Development

Journey RFP Ref:

We enclose EMD in the form of a Demand Draft / Banker's Cheque/ Pay Order No..... issued by the Branch of the Bank, for the sum of Rs. 5 lac only (Rupees Five lacs only) drawn in favour of State Bank of India payable at Mumbai. We also understand and agree that no interest will be paid on EMD amount. This EMD will be treated as per terms and conditions set out in this RFP. Thanking you,

Yours faithfully

(Authorised Signatory)

Name

Company Seal

Date

Business address

Annexure J: Check list of Documents to be submitted as part of Response

The bids should be submitted in 2 separate envelopes one for Technical Bid (super scribed as "Technical bid for Appointment of Consultant for revamping Operating Models to drive growth in SME Business" and other for Financial Bid (super scribed as "Financial Bid for Appointment of Consultant for revamping Operating Models to drive growth in SME Business". Envelope containing Technical Bid will in turn, comprise two more sealed envelopes, one containing details of eligibility criteria as per Annexure B & Annexure C of the RFP (super scribed as "Technical Bid - Eligibility Details") and complete technical Bid details as per Annexure D (super scribed as "Technical Bid – Detailed Bid"). Second envelope will contain a CD/ Pen Drive containing a soft copy of the above details. In the first stage, only the envelope containing 'Technical Bid' will be opened and evaluated.

(A)Envelope super scribed 'Technical Bid – Eligibility Details'

- a. Forwarding letter – Annexure A
- b. Bid fee of Rs. 10,000/- by way of Draft / Pay order in favour of State Bank of India payable in Mumbai
- c. Eligibility Criteria – Annexure B
- d. Bidder Information – Annexure C
- e. Certificate of Incorporation
- f. Certificate of Business Commencement
- g. Copy of Audited Balance Sheet and / or Certificate of the Chartered Accountant for preceding two years.
- h. Letter from clients / copy of engagement letter / contracts.
- i. Letter of declaration on blacklisting / barred / disqualification by regulatory / statutory authorities
- j. EMD amount with EMD letter as per Annexure I
- k. Compliance Statement as per Annexure G
- l. Any other documents as required under the present RFP.

(B) Envelope super scribed 'Technical Bid – Detailed Bid'

- a. Technical Bid as per Annexure D
- b. Bidders Organisation and Experience Details as per Exhibit I
- c. Team Composition as per Exhibit II
- d. Curriculum Vitae as per Exhibit III
- e. Technical Evaluation Criteria as per Exhibit IV and relevant enclosures.
- f. Comments on Counterpart Staff and Facilities as per Exhibit V.
- g. All other details as per RFP to be considered for Technical evaluation

(C) Envelope super scribed 'Financial Bid'

Financial Bid details as per Annexure E.

PRE-CONTRACT INTEGRITY PACT

(TO BE STAMPED AS AN AGREEMENT)

General

This pre-Bid pre-contract Agreement (hereinafter called the Integrity Pact) is made on day of the month of _____ 2021, between, on the one hand, the State Bank of India a statutory body incorporated under the State Bank of India Act, 1955 having its Corporate Centre at State Bank Bhavan, Nariman Point, Mumbai through its Marketing & Communication Department (hereinafter called the "BUYER", which expression shall mean and include, unless the context otherwise requires, its successors) of the First Part and

M/s _____ represented by

Shri _____, Chief Executive Officer (hereinafter called the "BIDDER/Seller which expression shall mean and include, unless the context otherwise requires, its / his successors and permitted assigns of the Second Part.

WHEREAS the BUYER proposes to avail services for **creatives** and the BIDDER/Seller is willing to offer/has offered the services and

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

NOW, THEREFORE,

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

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

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

Commitments of the BUYER

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

2. Commitments of BIDDERS

- 2.1 The BIDDER commits itself to take all measures necessary to prevent corrupt practices, unfair means and illegal activities during any stage of its Bid or during any pre-contract or post-contract stage in order to secure the contract or in furtherance to secure it and in particular commit itself to the following:
- 2.2 The BIDDER will not offer, directly or through intermediaries, any bribe, gift, consideration, reward, favour, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any official of the BUYER, connected directly or indirectly with the bidding process, or to any person, organisation or third party related to the contract in exchange for any advantage in the bidding, evaluation, contracting and implementation of the contract.
- 2.3 The BIDDER further undertakes that it has not given, offered or promised to give, directly or indirectly any bribe, gift, consideration, reward, favour, any material or immaterial benefit or other advantage, commission, fees, brokerage or

inducement to any official of the BUYER or otherwise in procuring the Contract or forbearing to do or having done any act in relation to the obtaining or execution of the contract or any other contract with State Bank of India for showing or forbearing to show favour or disfavour to any person in relation to the contract or any other contract with State Bank of India.

- 2.4 Wherever applicable, the BIDDER shall disclose the name and address of agents and representatives permitted by the Bid documents and Indian BIDDERS shall disclose their foreign principals or associates, if any.
- 2.5 The BIDDER confirms and declares that they have not made any payments to any agents/brokers or any other intermediary, in connection with this Bid/contract.
- 2.6 The BIDDER further confirms and declares to the BUYER that the BIDDER is the original vendors or service providers in respect of product / service covered in the Bid documents and the BIDDER has not engaged any individual or firm or company whether Indian or foreign to intercede, facilitate or in any way to recommend to the BUYER or any of its functionaries, whether officially or unofficially to the award of the contract to the BIDDER, nor has any amount been paid, promised or intended to be paid to any such individual, firm or company in respect of any such intercession, facilitation or recommendation.
- 2.7 The BIDDER, at the earliest available opportunity, i.e. either while presenting the Bid or during pre-contract negotiations and in any case before opening the financial Bid and before signing the contract, shall disclose any payments he has made, is committed to or intends to make to officials of the BUYER or their family members, agents, brokers or any other intermediaries in connection with the contract and the details of services agreed upon for such payments.
- 2.8 The BIDDER will not collude with other parties interested in the contract to impair the transparency, fairness and progress of the bidding process, Bid evaluation, contracting and implementation of the contract.
- 2.9 The BIDDER will not accept any advantage in exchange for any corrupt practice, unfair means and illegal activities.
- 2.10 The BIDDER shall not use improperly, for purposes of competition or personal gain, or pass on 'to' others, any information provided by the BUYER as part of the business relationship, regarding plans, technical proposals and business details, including information contained in any electronic data carrier. The BIDDER also undertakes to exercise due and adequate care lest any such information is divulged.
- 2.11 The BIDDER commits to refrain from giving any complaint directly or through any other manner without supporting it with full and verifiable facts.
- 2.12 The BIDDER shall not instigate or cause to instigate any third person to commit any

of the actions mentioned above.

2.13 If the BIDDER or any employee of the BIDDER or any person acting on behalf of the BIDDER, either directly or indirectly, is a relative of any of the officers of the BUYER, or alternatively, if any relative of an officer of the BUYER has financial Interest/stake in the BIDDER's firm, the same shall be disclosed by the BIDDER at the time of filing of tender. The term 'relative' for this purpose would be as defined in Section 6 of the Companies Act 1956.

2.14 The BIDDER shall not lend to or borrow any money from or enter into any monetary dealings or transactions, directly or indirectly, with any employee of the BUYER.

3. Previous Transgression

3.1 The BIDDER declares that no previous transgression occurred in the last three years immediately before signing of this Integrity Pact, with any other company in any country in respect of any corrupt practices envisaged hereunder or with any Public-Sector Enterprise / Public Sector Banks in India or any Government Department in India or RBI that could justify BIDDER's exclusion from the tender process.

3.2 The BIDDER agrees that if it makes incorrect statement on this subject, BIDDER can be disqualified from the tender process or the contract, if already awarded, can be terminated for such reason.

4. Earnest Money (Security Deposit)

4.1 While submitting commercial Bid, the BIDDER shall deposit an amount (specified in RFP) as Earnest Money/Security Deposit, with the BUYER through any of the mode mentioned in the RFP / Bid document and no such mode is specified, by a Bank Draft or a Pay Order in favour of State Bank of India from a Schedule Commercial Bank including SBI or its Subsidiary Banks. However payment of any such amount by way of Bank Guarantee, if so permitted as per Bid documents / RFP should be from any Schedule commercial Bank other than SBI or its Subsidiary Banks and promising payment of the guaranteed sum to the BUYER on demand within three working days without any demur whatsoever and without seeking any reasons whatsoever. The demand for payment by the BUYER shall be treated as conclusive proof for making such payment to the BUYER.

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

later.

- 4.3 In case of the successful BIDDER a clause would also be incorporated in the Article pertaining to performance Bond in the Purchase Contract that the provisions of Sanctions for Violation shall be applicable for forfeiture of performance Bond in case of a decision by the BUYER to forfeit the same without assigning any reason for imposing sanction for violation of this Pact.
- 4.4 No interest shall be payable by the BUYER to the BIDDER on Earnest Money/Security Deposit for the period of its currency.

5. Sanctions for Violations

- 5.1 Any breach of the aforesaid provisions by the BIDDER or anyone employed by it or acting on its behalf (whether with or without the knowledge of the BIDDER) shall entitle the BUYER to take all or any one of the following actions, wherever required:
- (i) To immediately call off the pre contract negotiations without assigning any reason and without giving any compensation to the BIDDER. However, the proceedings with the other BIDDER(s) would continue, unless the BUYER desires to drop the entire process.
 - (ii) The Earnest Money Deposit (in pre-contract stage) and/or Security Deposit/performance Bond (after the contract is signed) shall stand forfeited either fully or partially, as decided by the BUYER and the BUYER shall not be required to assign any reason therefore.
 - (iii) To immediately cancel the contract, if already signed, without giving any compensation to the BIDDER.
 - (iv) To recover all sums already paid by the BUYER, and in case of an Indian BIDDER with interest thereon at 2% higher than the prevailing Base Rate of State Bank of India, while in case of a BIDDER from a country other than India with interest thereon at 2% higher than the LIBOR. If any outstanding payment is due to the BIDDER from the BUYER in connection with any other contract for any other stores, such outstanding could also be utilized to recover the aforesaid sum and interest.
 - (v) To encash the advance bank guarantee and performance bond/warranty bond, if furnished by the BIDDER, in order to recover the payments, already made by the BUYER, along with interest.
 - (vi) To cancel all or any other Contracts with the BIDDER. The BIDDER shall be liable to pay compensation for any loss or damage to the BUYER resulting from such cancellation/rescission and the BUYER shall be entitled to deduct the amount so payable from the money(s) due to the BIDDER.

- (vii) To debar the BIDDER from participating in future bidding processes of the BUYER or any of its Subsidiaries for a minimum period of five years, which may be further extended at the discretion of the BUYER.
- (viii) To recover all sums paid, in violation of this Pact, by BIDDER(s) to any middleman or agent or broker with a view to securing the contract.
- (ix) Forfeiture of performance Bond in case of a decision by the BUYER to forfeit the same without assigning any reason for imposing sanction for violation of this Pact.
- (x) Intimate to the CVC, IBA, RBI, as the BUYER deemed fit the details of such events for appropriate action by such authorities.

5.2 The BUYER will be entitled to take all or any of the actions mentioned at para 6.1(i) to (x) of this Pact also on the Commission by the BIDDER or any one employed by it or acting on its behalf (whether with or without the knowledge of the BIDDER), of an offence as defined in Chapter IX of the Indian Penal code, 1860 or Prevention of Corruption Act, 1988 or any other statute enacted for prevention of corruption.

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

6 Fall Clause

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

7. Independent Monitors

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

.....

.....

.....

.....

- 7.2 The task of the Monitors shall be to review independently and objectively, whether and to what extent the parties comply with the obligations under this Pact.
- 7.3 The Monitors shall not be subjected to instructions by the representatives of the parties and perform their functions neutrally and independently.
- 7.4 Both the parties accept that the Monitors have the right to access all the documents relating to the project/procurement, including minutes of meetings. Parties signing this Pact shall not approach the Courts while representing the matters to Independent External Monitors and he/she will await their decision in the matter.
- 7.5 As soon as the Monitor notices, or has reason to believe, a violation of this Pact, he will so inform the Authority designated by the BUYER.
- 7.6 The BIDDER(s) accepts that the Monitor has the right to access without restriction to all Project documentation of the BUYER including that provided by the BIDDER. The BIDDER will also grant the Monitor, upon his request and demonstration of a valid interest, unrestricted and unconditional access to his project documentation. The same is applicable to Subcontractors. The Monitor shall be under contractual obligation to treat the information and documents of the BIDDER/Subcontractor(s) with confidentiality.
- 7.7 The BUYER will provide to the Monitor sufficient information about all meetings among the parties related to the Project provided such meetings could have an impact on the contractual relations between the parties. The parties will offer to the Monitor the option to participate in such meetings.
- 7.8 The Monitor will submit a written report to the designated Authority of BUYER/Secretary in the Department/ within 8 to 10 weeks from the date of reference or intimation to him by the BUYER / BIDDER and, should the occasion arise, submit proposals for correcting problematic situations.

8. Facilitation of Investigation

In case of any allegation of violation of any provisions of this Pact or payment of commission, the BUYER or its agencies shall be entitled to examine all the documents including the Books of Accounts of the BIDDER and the

BIDDER shall provide necessary information and documents in English and shall extend all possible help for the purpose of such examination.

9. Law and Place of Jurisdiction

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

10. Other Legal Actions

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

11. Validity

11.1 The validity of this Integrity Pact shall be from date of its signing and extend upto 5 years or the complete execution of the contract to the satisfaction of both the BUYER and the BIDDER/Seller, including warranty period, whichever is later. In case BIDDER is unsuccessful, this Integrity Pact shall expire after six months from the date of the signing of the contract, with the successful Bidder by the BUYER.

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

12. The parties hereby sign this Integrity Pact at ___ on _____

For BUYER

For BIDDER

Name of the Officer.

Chief Executive Officer

Designation

Office / Department / Branch

State Bank of India.

Witness

1

2

Witness

1.

2.

* Provisions of these clauses would need to be amended/ deleted in line with the policy of the BUYER in regard to involvement of Indian agents of foreign suppliers.

Note: This agreement will require stamp duty as applicable in the State where it is executed.

Service Level Agreement

This agreement is made at Mumbai on this-----day of _____ 2021.

BETWEEN

State Bank of India, a statutory body constituted under the State Bank of India Act, 1955 having its Corporate Centre at State Bank Bhavan, Madame Cama Road, Nariman Point, Mumbai-21, through its SMEBU Department hereinafter referred to as “the Bank/SBI/Client” which expression shall, unless it be repugnant to the context or meaning thereof, be deemed to mean and include its successors in title and assigns of the First Part:

AND

_____, private/public limited company/LLP/Firm ~~<strike off whichever is not applicable>~~ the provisions of the Companies Act, 2013/ Limited Liability Partnership Act 2008/ Indian Partnership Act 1932 ~~<strike off whichever is not applicable>~~, having its registered office at _____ hereinafter referred to as “**Service Provider/ Consultant/Vendor**” which expression shall unless repugnant to the context or meaning thereof shall include its successor, executor & permitted assigns of the Second Part.

The Bank and Service Provider are sometimes individually referred to as a “Party” and collectively as “Parties” throughout this Agreement, and the words Party and Parties shall be construed accordingly.

WHEREAS

- (i) “The Bank” is carrying on business in banking in India and overseas and is desirous to avail creative services for online and offline platform
- (ii) Service Provider, is in the business of creative designing services and has agreed to supply the services as per the scope of work defined in the Appendix-I of this agreement and as defined in the RFP no: _____ dated _____ issued by the Bank along with its clarifications/ corrigenda, referred hereinafter as a “RFP” and same shall be part of this Agreement and the Bank has agreed to engage ‘Service Provider’ for such Services, on a mutually non-exclusive basis.

NOW THEREFORE, in consideration of the mutual covenants, undertakings and terms and conditions set forth below, and for other valid consideration the acceptability and sufficiency of which are hereby acknowledged, the Parties with the intent to be legally bound hereby agree to the following terms and conditions hereinafter contained: -

1. DEFINITIONS & INTERPRETATION

1.1 Definition

Certain terms used in this Agreement are defined hereunder. Other terms used in this Agreement are defined where they are used and have the meanings there indicated. Unless otherwise specifically defined, those terms, acronyms and phrases in this Agreement that are utilized in the information technology services industry or other pertinent business context shall be interpreted in accordance with their generally understood meaning in such industry or business context, unless the context otherwise requires/mentions, the following definitions shall apply:

- (a) **'The Bank/SBI/Client'** shall mean the State Bank of India (including its domestic branches and foreign offices), and subsidiaries.
- (b) **"Documentation"** will describe in detail and in a completely self-contained manner how the User may access and use the software/service including, but not limited, to the tracker/dashboard to be employed by the agency and any other technology based platform used for all tasks assigned to the Agency such that any reader of the Documentation can access, use and maintain all of the functionalities, maintenance and upgradation of the software tool/service without the need for any further instructions.
- (c) **'Services'** shall mean and include the Services offered by the Agency to the Bank, including but not limited to creative services for offline and digital medium for SBI as more particularly described in Statement of Work annexed to this Agreement as **Annexure-I and the RFP**.
- (d) **"Confidential Information"** shall have the meaning set forth in Clause 15.1.
- (e) **"Intellectual Property Rights"** shall mean, on a worldwide basis, any and all:
 - (i) Rights associated with works of authorship, including copyrights & moral rights;
 - (ii) Trademarks;
 - (iii) Trade secret rights;
 - (iv) Patents, designs, algorithms and other industrial property rights;
 - (v) Other intellectual and industrial property rights of every kind and nature, however designated, whether arising by operation of law, contract, license or otherwise; and
 - (vi) Registrations, initial applications, renewals, extensions, continuations, divisions or reissues thereof now or hereafter in force (including any rights in any of the foregoing).
- f. **"Territory"** shall mean the entire country of India.
- g. **"Effective Date"** shall mean the date on which this Agreement takes effect.
- h. **"Service Provider/ Agency/Vendor"** shall mean the successful Bidder found eligible as per eligibility criteria set out in the RFP no: _____ dated _____ whose Bid has been accepted and who has emerged as the Successful Bidder(s) as per the selection criteria set out in the RFP and to whom notification of award has been given by Bank.
- i. **"Reports"** shall mean the reports, materials, presentations or other communications, written or otherwise, in draft or final form, provided by Service Provider in terms of this Agreement.

j. **“Request for Proposal (RFP)”** shall mean RFP no: _____ dated _____ along with its clarifications/corrigenda/addenda issued by the bank from time to time.

k. **“Agreement/Contract”** shall mean this agreement including all its Annexure, Schedules, Appendix and all amendments therein agreed by the Parties in writing.

1.2 “Interpretations:

In construing the Agreement:

1.2.1 Reference to a person includes any individual, firm, body corporate, association (whether incorporated or not) and authority or agency (whether government, semi government or local).

1.2.2 The singular includes the plural and vice versa.

1.2.3 Reference to any gender includes each other gender.

1.2.4 The provisions of the contents table, headings, clause numbers, italics, bold print and underlining is for ease of reference only and shall not affect the interpretation of this Agreement.

1.2.5 The Schedules, Annexures and Appendices to this Agreement shall form part of this Agreement.

1.2.6 A reference to any documents or agreements (and, where applicable, any of their respective provisions) means those documents or agreements as amended, supplemented or replaced from time to time provided they are amended, supplemented or replaced in the manner envisaged in the relevant documents or agreements.

1.2.7 A reference to any statute, regulation, rule or other legislative provision includes any amendment to the statutory modification or re-enactment or, legislative provisions substituted for, and any statutory instrument issued under that statute, regulation, rule or other legislative provision.

1.2.8 Any agreement, notice, consent, approval, disclosure, or communication under or pursuant to this Agreement is to be in writing.

1.2.9 The terms not defined in this agreement shall be given the same meaning as given to them in the RFP. If no such meaning is given technical words shall be understood in technical sense in accordance with the industry practices.

1.3 Commencement, Term & Change in Terms

1.3.1 This Agreement shall be deemed to have commenced from _____(Effective Date)

1.3.2 This Agreement shall be in force for an initial period of one year and may be extended further for a period of one year at a time for up to three years at the sole discretion of the Bank, if the services provided by the Agency, are found to be satisfactory. Notwithstanding the foregoing, the agreement may be terminated by either Party by notice in writing in accordance with the termination clauses of this Agreement.

1.3.3 Either party can propose changes to the scope, nature or time schedule of services being performed under this Service Level Agreement. Such changes can be made only

upon mutually accepted terms & conditions maintaining the spirit (Purpose) of this Service Level Agreement.

2. SCOPE OF WORK

The scope of work is detailed in the Statement of Work annexed below as **Appendix-I** (“**Services**”) and in the RFP.

3. COMPLIANCE

3.1 Time shall be the essence of this Agreement. The agency shall therefore fully abide by various time limits as prescribed for different assignments and the performance of the agency shall be judged as per the adherence to such quality and time parameters as laid down for the respective work. The agency shall align its team as per the working days/time of the client and as and when required in case of exigency of the work.

3.2 The agency will also be responsible to provide innovative ideas/concepts which can be executed as per requirements of the bank.

3.3 Correction of Deficiencies in Deliverables (as mentioned in Appendix-I).

If Service provider is unable to correct all Deficiencies preventing Acceptance of a Deliverable for which Service provider is responsible after a reasonable number of repeated efforts, the Bank may at its discretion:

- a) Allow Service provider to continue its efforts to make corrections; or
- b) Accept the Deliverable with its Deficiencies and reach agreement with Service provider on an equitable reduction to Service provider’s Charges for developing such Deliverable to reflect the uncorrected Deficiencies; or
- c) Terminate this Agreement for cause in accordance with Clause 16 except that the Bank is under no obligation to provide Service provider any further opportunity to cure and recover its damages as set forth in this agreement. Client may request Agency to cancel or amend any creatives , campaign schedules or work in progress forming part of the Services.

3.4 Risk Management

The Service Provider shall identify and document the risk in delivering the services. Service Provider shall identify the methodology to monitor and prevent the risk, and shall also document the steps taken to manage the impact of the risks.

3.5 Service Request

Service Provider shall dispense the service request in accordance with terms mentioned in Appendix-II (TAT Chart) under this agreement.

3.6 Service Management Tool

List the tools/applications to be used for service support/service delivery processes, if any, this may also include the customer tools/ applications to be used for provision of service support/service delivery.

3.7 Service Complaints

The service complaint shall be addressed as **enclosed in Appendix-III**.

The complaint shall be acknowledged by the Service Provider in 24 Working Hours. In case of re-occurrence of the service complaint, the outlined actions in clause 24 will be triggered

Service Provider shall be solely liable & responsible for compliance of applicable Labour Laws in respect of its employee, agents, representatives and sub-Contractors (if allowed) and in particular laws relating to terminal benefits such as Pension, Gratuity, Provident Fund, Bonus or other benefits to which they may be entitled and the laws relating to Contract Labour, Minimum Wages, etc., and the Bank shall have no liability in these regards. Further, the Service Provider would indemnify/make good for the losses to the Bank for non-compliance or any claims against the Bank arising out of any non-compliance as above.

4. Retainership Fees : Not Applicable

5. Performance Guarantee and Penalties

5.1 The Service Provider shall furnish a performance guarantee for an amount of **INR. 5,00,000/- (Five Lakh Only)** from a Scheduled Commercial Bank other than State Bank of India in a format provided/ approved by the Bank.

5.2 If at any time during performance of the Contract, the Service Provider shall encounter unexpected conditions impeding timely completion of the Services under the Agreement and performance of the services, the Service Provider shall promptly notify the Bank in writing of the fact of the delay, its likely duration and its cause(s). As soon as practicable, after receipt of the Service Provider's notice, the Bank shall evaluate the situation and may at its discretion extend the Service Provider's time for performance, in which case the extension shall be ratified by the Parties by amendment of the Agreement.

5.3 Performance of the obligations under the Agreement shall be made by the Service Provider in accordance with the time schedule specified in this Agreement.

5.4 The Service Provider shall be liable to pay penalty as per Clause 24 and the mutually agreed TAT sheet (annexed hereto and as updated from time to time).in respect of any delay beyond the permitted period in providing the Services and which are solely attributable to the Service Provider. No penalty shall be levied in case of delay(s) in deliverables or performance of the contract for the reasons not attributable to the Service Provider.

6. LIABILITIES/OBLIGATION

6.1 The Bank's Duties /Responsibility

- (i) Processing and Authorizing invoices
- (ii) Providing Brand Guidelines

Without prejudice to Client's responsibility and Agency's other rights and remedies, Agency and clients are to advise each other if, any one is of the opinion, that such action may result in violation of any applicable law, regulation, guideline or code of practice.

6.2 Service Provider Duties

- (i) Service Delivery responsibilities
 - (a) To adhere to the service levels documented in this Agreement and the attached SOW.
 - (b) Abide by all reasonable directives issued by the Bank, including those set forth in the Bank's then-current standards, policies and procedures (to the extent applicable), all on- site rules of behavior, work schedules, security procedures and other standards, policies and procedures as established by the Bank from time to time.
- (ii) Security Responsibility
 - (a) To maintain the confidentiality of the Bank's resources and other intellectual property rights.

7. REPRESENTATIONS & WARRANTIES

7.1 Service Provider shall assume responsibility under all applicable including, Labour Laws for its employees, and also hold the Bank harmless from any direct and actual loss, expense, damage or personal injury, death and any claim for payment of compensation of its employees, salary, retirement benefits, or any other benefits asserted by an employee of the Service Provider, and/or any claim arising out of alleged infringement of intellectual property rights or other proprietary right of any third party arising out of 'Service Provider's performance of Services hereunder.

7.2 Each party represents and warrants that it has all requisite power and authorization to enter into and perform this Agreement and that nothing contained herein or required in the performance hereof conflict or will conflict with or give rise to a breach or default under,

or permit any person or entity to terminate, any contract or instrument to which the party is bound.

7.3 Service Provider warrants the Bank against any license or IPR violations on its part or on the part of subcontractor, wherever permitted, in use of any technology /software /product for performing services or developing software for the Bank as part of this Agreement.

7.4 The Service Provider shall perform the Services and carry out its obligations under the Agreement with due diligence, efficiency and economy, in accordance with generally accepted techniques and practices used in the industry and with professional standards recognized by international professional bodies and shall observe sound management practices. It shall employ appropriate advanced technology and safe and effective equipment, machinery, material and methods.

7.5 The Service Provide has the requisite technical and other competence, sufficient, suitable, qualified and experienced manpower/personnel and expertise in providing the Services to the Bank.

7.6 The Service Provider shall duly intimate to the Bank immediately, the changes, if any in the constitution of the Service Provider.

7.7 The Services and products provided by the Service Provider to the Bank do not violate or infringe any patent, copyright, trademarks, trade secrets or other intellectual property rights of any third party.

7.8 The Service Provider shall ensure that all persons, employees, workers and other individuals engaged by or sub-contracted by the Service Provider in rendering the Services under this Agreement have undergone proper background check, police verification and other necessary due diligence checks to examine their antecedence and ensure their suitability for such engagement. No person shall be engaged by the Service Provider unless such person is found to be suitable in such verification and the Service Provider shall retain the records of such verification and shall produce the same to the Bank as when requested.

8. GENERAL INDEMNITY

8.1 Service provider agrees and hereby keeps the Bank indemnified against all direct and actual claims, actions, loss, damages, costs, expenses, charges, including reasonable legal expenses (Attorney, Advocates fees included) which the Bank may suffer or incur directly on account of any misuse of data /information or deficiency in Services or breach on any obligations mentioned in clause 6 herein, including without limitation of confidentiality obligations, from any acts of Commission / omission on the part of employees, agents, representatives or Sub-Contractors of Service Provider.

8.2 Service provider further undertakes to promptly notify the bank in writing any breach of obligation of the agreement by its employees or representatives including

confidentiality obligation and in such an event, the Bank will in addition to and without prejudice to any other available remedies be entitled to immediate equitable relief in a Court of competent jurisdiction to protect its interest including injunctive relief.

8.3 The Service provider shall indemnify and keep fully and effectively indemnified the Bank against any fine or penalty levied on the Bank for improper payment of tax for the reasons solely attributable to the Service provider.

8.4 The Service provider hereby undertakes the responsibility to take all possible measures, at no cost, to avoid or rectify any issues which thereby results in non-performance of software within reasonable time. The Bank shall report as far as possible all material defects to the Service provider without undue delay. The Service provider also undertakes to co-operate with other service providers thereby ensuring expected performance covered under scope of work.

8.5 Nothing contained in this agreement shall impair the Bank's right to claim damages without any limitation for an amount equal to the loss suffered for non-performance of software.

8.6 Client shall indemnify and hold harmless Agency from and against any and all costs, expenses, charges, damages, liabilities, claims or actions of any kind which may be incurred, suffered, brought or threatened against Agency arising out of (and only to the extent of) a breach by Client of its representations and warranties under this Agreement or and/or for breach of applicable laws or due to non-payment of amounts payable to any third parties for the Services which were pre-approved by the Client.

The party entitled to an indemnity under this Agreement shall take all reasonable steps to mitigate the applicable costs, expenses, charges, damages, liabilities, claims or actions.

9. CONTINGENCY PLANS.

The Service provider shall arrange and ensure proper Data Recovery Mechanism, Attrition Plan and other contingency plans to meet any unexpected obstruction to the service provider or any employees or sub-contractors of the service provider in rendering the Services or any part of the same under this Agreement to the Bank. The Service Provider at Bank's discretion shall co-operate with the bank in case on any contingency.

10. TRANSITION REQUIREMENT

In the event of failure of the Service Provider to render the Services or in the event of termination of agreement or expiry of term or otherwise, without prejudice to any other right, the Bank at its sole discretion may make alternate arrangement for getting the Services contracted with another vendor. In such case, the Bank shall give prior notice

to the existing Service Provider. The existing Service Provider shall continue to provide services as per the terms of contract until a 'New Service Provider' completely takes over the work. During the transition phase, the existing Service Provider shall render all reasonable assistance to the new Service Provider within such period prescribed by the Bank, at a cost as mutually agreed between the Parties in writing, for ensuring smooth switch over and continuity of services. The Bank may also require the Service Provider to enter into a Transition & Knowledge Transfer Agreement.

11. RELATIONSHIP BETWEEN THE PARTIES

- a. It is specifically agreed that the Service Provider shall act as independent service provider and shall not be deemed to be the Agent of the Bank except in respect of the transactions/services which give rise to Principal – Agent relationship by express agreement between the Parties.
- b. Neither the Service Provider nor its employees, agents, representatives, Sub-Contractors shall hold out or represent as agents of the Bank.
- c. None of the employees, representatives or agents of Service Provider shall be entitled to claim any absorption or any other claim or benefit against the Bank.
- d. This Agreement shall not be construed as joint venture. Each Party shall be responsible for all its obligations towards its respective employees. No employee of any of the two Parties shall claim to be employee of other Party.
- e. All the obligations towards the employees of a Party including that on account of personal accidents occurred while working in the premises of the other Party shall be with the respective employer and not on the Party in whose premises the accident occurred.
- f. For redressal of complaints of sexual harassment at workplace, Parties agree to comply with the policy framed by the Bank (including any amendment thereto) in pursuant to the Sexual Harassment of Women at Workplace (Prevention, Prohibition and Redressal) Act, 2013 including any amendment thereto

12. SUB CONTRACTING : NA(No sub contracting is envisaged).

13. INTELLECTUAL PROPERTY RIGHTS

13.1 For any technology / software / product developed/used/supplied by Service provider for performing services or developing software for the Bank as part of this Agreement, service provider shall have right to use as well right to license for the outsourced services or third party software development. Any license or IPR violation on the part of Service provider shall not put the Bank at risk.

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

13.3 Service provide shall, at their own expenses without any limitation, defend and indemnify the Bank against all third party claims or infringement of Intellectual Property Right, including Patent, trademark, copyright, trade secret or industrial design rights arising from use of the technology / software / products or any part thereof in India or abroad, for software developed as part of this engagement. In case of violation/ infringement of patent/ trademark/ copyright/ trade secret or industrial design, Service provider shall, after due inspection and testing, get the solution redesigned for the Bank at no extra cost.

13.4 Service provider shall expeditiously extinguish any such claims and shall have full rights to defend it there from.

13.5 The Bank will give notice to Service provider of any such claim without delay/provide reasonable assistance to Service provider in disposing of the claim and will at no time admit to any liability for or express any intent to settle the claim.

13.6 Service provider hereby grants the Bank a fully paid-up, irrevocable, non-exclusive license throughout the territory of India or abroad to access, replicate, modify and use software developed including its upgraded versions available during the term of this agreement by service provider as part of this engagement, including all inventions, designs and trademarks embodied therein perpetually

14. INSPECTION AND AUDIT

14.1 The Bank has the right after providing advance notice of 15 days to inspect, and test the infrastructure, software, and procedures being followed which inter- alia cover security aspect of the service provider for this engagement at any time, by appointing a third party independent external auditor or its own staff at its own cost.

14.2 The Bank may conduct audit of the Service Provider's records by appointing third party or Bank staff for any or all campaigns both media and commercial during normal business hours only related to the Services covered under this Agreement. Should any discrepancies or fraud be established as an outcome of this audit, SBI will have all the right to this audit, SBI will have all rights to claim all monthly retainership paid from beginning and pursue legal action.

14.3 Service provider shall, whenever required by the Bank, furnish all relevant information, records/data to such Bank's appointed auditors and/or inspecting officials of the Bank/Reserve Bank of India and or any regulatory authority. The Bank reserves the right to call and/or retain for any relevant material information / reports including audit or review reports undertaken by the service provider (e.g., financial, internal control and security reviews) and findings made on Service provider in conjunction with the services provided to the Bank.

14.4 Where any deficiency has been observed during audit of the service provider in its processing facilities and operating practices, the Service Provider shall correct/resolve the same at the earliest and shall provide all necessary documents related to resolution thereof and shall further certify in respect with resolution of the deficiencies.

15. SECURITY AND CONFIDENTIALITY

15.1 “Confidential Information” mean all information which is material to the business operations of either party or its affiliated companies, in any form including, but not limited to, proprietary information and trade secrets, whether or not protected under any patent, copy right or other intellectual property laws, in any oral, photographic or electronic form, whether contained on computer hard disks or floppy diskettes or otherwise without any limitation whatsoever. Without prejudice to the generality of the foregoing, the Confidential Information shall include all information about the party and its customers, costing and technical data, studies, consultants reports, financial information, computer models and programs, software, contracts, drawings, blue prints, specifications, operating techniques, processes, models, diagrams, data sheets, reports and other information with respect to any of the foregoing matters. All and every information received by the parties and marked confidential hereto shall be assumed to be confidential information unless otherwise proved. It is further agreed that the information relating to the Bank and its customers is deemed confidential whether marked confidential or not. All information relating to the accounts of the Bank’s customers shall be confidential information, whether labeled as such or otherwise.

15.2 All information relating to the infrastructure and Applications (including designs and processes) shall be deemed to be Confidential Information whether labeled as such or not. Service provider personnel/resources responsible for the project are expected to take care that their representatives, where necessary, have executed a Non- Disclosure Agreement as per the format attached in the Annexure F of the RFP.

15.3 Each party agrees that it will not disclose any Confidential Information received from the other to any third parties under any circumstances without the prior written consent of the other party unless such disclosure of Confidential Information is required by law, legal process or any order of any government authority. Service provider, in this connection, agrees to abide by the laws especially applicable to confidentiality of information relating to customers of Banks and the banks per-se, even when the disclosure is required under the law. In such event, the Party must notify the other Party that such disclosure has been made in accordance with law; legal process or order of a government authority.

15.4 Each party, including its personnel, shall use the Confidential Information only for the purposes of achieving objectives set out in this Agreement. Use of the Confidential Information for any other purpose shall constitute breach of trust of the same.

15.5 Each party may disclose the Confidential Information to its personnel solely for the purpose of undertaking work directly related to the Agreement. The extent of Confidential Information disclosed shall be strictly limited to what is necessary for those particular personnel to perform his/her duties in connection with the Agreement. Further each party shall ensure that each personnel representing the respective party agree to be bound by the terms of this Agreement.

15.6 The non-disclosure obligations herein contained shall not be applicable only under the following circumstances:

15.7 Where Confidential Information comes into the public domain during or after the date of this Agreement otherwise than by Disclosure by a Party in breach of the terms hereof.

15.8 Where any Confidential Information was disclosed after receiving the written consent of the other Party.

15.8.1 Where if a Party is requested or required by law or by any Court or governmental agency or authority to disclose any of the confidential information, then that Party will provide the other party with prompt notice of such request or requirement prior to such disclosure.

15.8.2 Where any Confidential Information was received by the Party from a third party which does not have any obligations of confidentiality to the other Party.

15.9 Service provider shall abide with the Bank's IT and IS policy in key concern areas relevant to the project as notified by the Bank from time to time. Specific requirements will be shared upfront before the start of the work.

15.10 Service provider shall ensure to filter all phishing / spamming / overflow attacks in order to ensure availability and integrity on continuous basis Service provider shall also implement any enhanced solutions mandated by security requirements for any / all types of Software/ support.

15.11 The security aspect of the solution/software will be comprehensively reviewed periodically by the Bank, and Service provider shall carryout modifications / updates based on the security review recommendations on case to case basis.

15.12 The Service Provider shall not, without the Bank's prior written consent, make use of any document or information received from the Bank except for purposes of performing the services and obligations under this Agreement.

15.13 Any document received from the Bank shall remain the property of the Bank and shall be returned (in all copies) to the Bank on completion of the Service Provider's performance under the Agreement.

15.14 Upon expiration or termination of the Agreement and on all amounts as due and payable to Service provider under the Agreement having been received by service provider, all proprietary documents, software documentation, programs partially or wholly completed, or materials which are directly related to any project under the Agreement shall be delivered to the Bank or at the Bank's written instruction destroyed, and no copies shall be retained by Service provider without the Bank's written consent.

15.15 Service Provider agrees to indemnify and hereby keeps the Bank indemnified against all actions, claims, loss, damages, Costs, Charges, expenses (including Attorney / Advocate fees and legal expenses) which the Bank may suffer or incur on

account of breach of confidentiality obligations as per this Agreement by Service Provider or its employees, agents, representatives, Sub-Contractors. Service Provider further agrees to make good the loss suffered by the Bank upon first demand by the Bank which shall be final, conclusive and binding on Service Provider.

16. OWNERSHIP

16.1 Service provider will provide /digital assets/creatives/videos developed specifically for the Bank, without any cost to the Bank, and it will be treated as the Property of the Bank, on full payment of the professional fees.

16.2 Service provider agrees that the Bank owns the entire right, title and interest to any inventions, designs, discoveries, writings and works of authorship, including all intellectual property rights, copyrights.

16.3 Any work made under this agreement shall be deemed to be 'work made for hire' under any Indian applicable copyright laws.

17. TERMINATION FOR DEFAULT AND LIQUIDATED DAMAGES

17.1 The Bank, without prejudice to any other remedy for breach of contract, shall have the right to terminate the contract in whole or part, if service provider, at any time, by giving a written notice of one month:

- i. fails to deliver any or all of the deliverables within the period(s) specified in this Agreement, or within any extension thereof granted by the Bank pursuant to conditions of Agreement or
- ii. if service provider fails to perform any other obligation(s) under the Agreement provided a cure period of not less than 30 days is given to service provider to rectify the defects or
- iii. Laxity in following security standards laid down by the Bank or
- iv. Excessive delay in execution of orders placed by the Bank or
- v. Discrepancies / deviations in the agreed processes and/or products or
- vi. Violation of terms & conditions stipulated in this Agreement

17.2 In the event the bank terminates the Agreement in whole or in part for the breaches attributable to the Service Provider, the bank may procure, upon such terms and in such manner, as it deems appropriate, software or services similar to those undelivered. However, service provider in case of part termination, shall continue the performance of the Agreement to the extent not terminated.

17.3 In the event of termination of the Agreement, service provider shall be entitled to receive payment for the Services rendered (delivered) up to the effective date of termination.

17.4 The Bank may at any time terminate the Agreement without giving written notice to Service provider if Service provider becomes bankrupt or otherwise insolvent. In this event termination will be without compensation to Service provider, provided that such termination will not prejudice or affect any right of action or remedy, which has occurred or will accrue thereafter to the Bank on payment to the Service Provider for the services rendered.

17.5 In the event of the termination of the Agreement Service Provider shall be liable and responsible to return to the Bank all records, documents, data and information including Confidential Information pertains to or relating to the Bank in its possession.

17.6 In the event of termination of the Agreement for material breach by service provider, Bank shall have the right to give suitable publicity to the same including advising the Indian Bank's Association.

17.7 The Bank and the agency shall have the right to terminate the contract by way of issuing three months' notice during the currency of the engagement without assigning any reason.

17.8 Upon termination or expiration of this Agreement, all rights and obligations of the Parties hereunder shall cease, except such rights and obligations as may have accrued on the date of termination or expiration; the obligation of indemnity; obligation of payment; confidentiality obligation; Governing Law clause; Dispute resolution clause ; and any right which a Party may have under the Applicable Law.

18 DISPUTE REDRESSAL MECHANISM & GOVERNING LAW

18.1 All disputes or differences whatsoever arising between the parties out of or in connection with this Agreement (including dispute concerning interpretation) or in discharge of any obligation arising out of the Agreement (whether during the progress of work or after completion of such work and whether before or after the termination of this Agreement, abandonment or breach of this Agreement, shall be settled amicably.

18.2 If the parties are not able to solve them amicably, either party shall give written notice to other party clearly setting out there in, specific dispute(s) and/or difference(s), and shall be referred to a sole arbitrator mutually agreed upon, and the award made in pursuance thereof shall be binding on the parties.

18.3 In the absence of consensus about the single arbitrator, the dispute may be referred to an arbitration panel; one to be nominated by each party and the said arbitrators shall nominate a presiding arbitrator, before commencing the arbitration proceedings. The arbitration shall be settled in accordance with the applicable Indian Laws.

18.4 Service provider shall continue work under the Agreement during the arbitration proceedings and the Bank shall make timely payments for the same, unless agreed otherwise in writing between the Parties or unless the matter is such that the work cannot possibly be continued until the decision of the arbitrator is obtained, or unless the same is so ordered by the arbitrator/arbitration panel, as the case may be.

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

18.6 This Agreement shall be governed by laws in force in India. Subject to the arbitration clause above, all disputes arising out of or in relation to this Agreement, shall be subject to the exclusive jurisdiction of the courts at Mumbai only.

18.7 In case of any change in applicable laws that has an effect on the terms of this Agreement, the Parties agree that the Agreement may be reviewed, and if deemed necessary by the Parties, make necessary amendments to the Agreement by mutual agreement in good faith, in case of disagreement obligations mentioned in this clause shall be observed.

19 POWERS TO VARY OR OMIT WORK

19.1 No alterations, amendments, omissions, additions, suspensions or variations of the work (hereinafter referred to as variation) under the Agreement shall be made by Service provider except as directed in writing by Bank. The Bank shall have full powers, subject to the provision herein after contained, from time to time during the execution of the Agreement, by notice in writing to instruct Service provider to make any variation without prejudice to the Agreement. Service provider shall carry out such variations and be bound by the same conditions, though the said variations occurred in the Agreement documents. If any suggested variations would, in the opinion of Service provider, if carried out, prevent them from fulfilling any of their obligations under the Agreement, they shall notify the Bank, thereof, in writing with reasons for holding such opinion and Bank shall instruct Service provider to make such other modified variation without prejudice to the Agreement. Service provider shall carry out such variations and be bound by the same conditions, though the said variations occurred in the Agreement documents. If Bank confirms their instructions Service provider's obligations will be modified to such an extent as may be mutually agreed. If such variation is substantial and involves considerable extra cost, any agreed difference in cost occasioned by such variation shall be mutually agreed between the parties. In any case in which Service provider has received instructions from the Bank as to the requirement of carrying out the altered or additional substituted work, which either then or later on, will in the opinion of Service provider, involve a claim for additional payments, such additional payments shall be mutually agreed in line with the terms and conditions of the order.

192 If any change in the work is likely to result in reduction in cost, the parties shall agree in writing so as to the extent of reduction in payment to be made to Service Provider, before Service Provider proceeding with the change.

20 **NO WAIVER OF BANK RIGHTS OR SERVICE PROVIDER'S LIABILITY**

No delay, failure or omission (in whole or in part) in exercising or pursuing any right or remedy under this Agreement will be construed as a waiver of that right or remedy.

21 **LIMITATION OF LIABILITY**

21.1 For breach of any obligation mentioned in this agreement, in no event shall the Service Provider be held liable for damages to the Bank arising under or in connection with this agreement for an amount exceeding the total cost of the project.

21.2 Service provider will ensure Bank's data confidentiality and shall be responsible for liability arising in case of breach of any kind of security and/or leakage of confidential customer/Bank's related information to the extent of loss so caused and solely attributable to the Service Provider.

- 21.3 The limitations set forth in Clauses 21.1 shall not apply with respect to:
- Damage(s) occasioned by the gross negligence or wilful misconduct of Service Provider,
 - Loss/Damages suffered by the Bank due to Non-Compliance of Statutory or Regulatory Guidelines by Service Provider.
 - When a dispute is settled by the Court of Law in India.

21.4 Nothing in this Agreement seeks to limit or exclude liability for death or personal injury caused by negligence, for fraud or for any other type of liability that cannot be limited or excluded under applicable laws.

21.5 To the maximum extent permitted by law, neither party shall be liable to the other for any:

- Loss of actual or anticipated income;
- Loss of actual or anticipated profits;
- Loss of contracts; or
- Special, indirect or consequential loss or damage of any kind, howsoever arising in connection with this Agreement, whether in contract, tort (including negligence), breach of statutory duty, breach of data privacy laws and including under the indemnity obligations under this Agreement.

21.6 Nothing in this Agreement shall exclude or limit either Party's liability for claims for payments due but unpaid.

22 **FORCE MAJEURE**

22.1 Any failure or delay by either parties in performance of its obligation, to the extent due to any failure or delay caused by fire, flood, earthquake or similar

elements of nature, or act of God, war, terrorism, riots, civil disorders, rebellions or revolutions, acts of government authorities, pandemic or other events beyond the reasonable control of non-performing Party shall not be deemed as default.

222 If Force Majeure situation arises, the non-performing party shall promptly notify within 15 days (Term, in days) to the other party in writing of such conditions and the cause(s) thereof. Unless otherwise agreed in writing, the non-performing party shall continue to perform its obligations under the Agreement as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.

223 If the Force Majeure situation continues beyond 30 days, the either parties shall have the right to terminate the Agreement by giving a notice to the other party. Neither party shall have any penal liability to the other in respect of the termination of this Contract as a result of an event of Force Majeure. However, Service Provider shall be entitled to receive payments for all services actually rendered up to the date of the termination of this Agreement.

23 NOTICES

23.1 Any notice or other communication under this Agreement given by either party to the other party shall be deemed properly given if in writing and;

- i. When hand delivered during normal business hours of the recipient, acknowledgment taken.
- ii. If transmitted by facsimile during normal business hours of the recipient; proof of delivery taken. A copy sent by registered mail/ first class courier, return receipt requested shall follow all fax notices, to any Fax number of Service provider's office at Mumbai, or any other place advised by Service provider to the Bank from time to time.
- iii. If mailed by registered mail/ first class courier, return receipt requested, within five working days of posting, properly addressed and stamped with the required postage, to the intended recipient at its address specified below its signature at the end of this Agreement.

23.2 The Addresses for Communications to the parties are as under.

(a) In the case of the Bank

Deputy General Manager
(Operations & HR)
SMEBU Department
5th Floor State Bank Bhavan
Madame Cama Road
Nariman Point
Mumbai-400021

(b) In case of service provider

23.3 In case there is any change in the address of one party, it shall be communicated in writing to the other party within 3 (days).

24 PENALTY CLAUSE

24.1 Month on month delivery of the solution and performance of the services made by the Service Provider shall be in accordance with the time schedule, technical specification, scope of the project, achievement of at least 90% deliverables of campaign, publishing FLR, publishing authorized content/creatives and other terms & conditions as specified in the Contract and the attached SOW, TAT sheet (Annexure-II). Any instances in failure of performing the obligation or defect, solely attributable to any act/omission by the Service Provider, in its performance may result in deduction from the retainership fee of that particular job list (as more particularly defined in Clause 3.1 of the Agreement) , as penalty which a sum equivalent to 2% of the payable agency commission/fees for that particular Job list or part thereof, maximum up to 10% of the agency commission/ fee for the particular job list. For avoidance of doubt, it is hereby clarified that this clause does not apply to any third-party payments including but not limited to media spends, made by the Service Provider to third parties on behalf of the Bank and no penalty shall be levied on such amount.

24.2 The Bank shall, without prejudice to its other remedies under the contract invoke the Performance Bank Guarantee which the Service Provider has furnished in favor of the Bank. Once the maximum is reached, SBI may consider termination of Contract pursuant to the conditions of contract and amicable discussion with the Service Provider.

24.3 In the event SBI terminates the Contract in whole or in part, SBI may procure, upon such terms and in such manner, as it deems appropriate, services similar to those not delivered by the Service Provider. However, the Service Provider shall continue the performance of the contract to the extent not terminated.

25 CONFLICT OF INTEREST

25.1 Service Provider shall not receive any remuneration in connection with the assignment except as provided in the Contract.

- 25.2 Service Provider shall provide professional, objective and impartial advice and at all times hold the Bank's interests paramount, strictly avoiding conflicts with other assignment(s)/job(s) or their own corporate interests, and act without any expectation/ consideration for award of any future assignment(s) from the Bank. Service Provider shall avoid any conflict of interest while discharging contractual obligations and bring, before-hand, any possible instance of conflict of interest to the knowledge of the Bank, while rendering Services under the Agreement.
- 25.3 Service Provider further undertakes to promptly notify the bank in writing any breach of obligation of the agreement by its employees or representatives including confidentiality obligation and in such an event, the Bank will in addition to and without prejudice to any other available remedies be entitled to immediate equitable relief in a Court of competent jurisdiction to protect its interest including injunctive relief.
- 25.4 The Service Provider shall be directly and vicariously liable to indemnify the Bank in case of any misuse of data/information of the Bank by the Service Provider, deliberate or otherwise.
- 25.5 The Service Provider shall indemnify and keep fully and effectively indemnified the Bank against all costs, claims, damages, demands, expenses and liabilities of whatsoever nature arising out of or in connection with all claims of infringement of trade mark, patent, copyright, industrial design or any other intellectual property rights of any third party arising from the Services or use of software or any other product under this Agreement

26 GENERAL TERMS & CONDITIONS

26.1 **PUBLICITY:** Service provider may make a reference of the services rendered to the Bank covered under this Agreement on Service provider's Web Site or in their sales presentations, promotional materials, business plans or news releases etc., only after prior written approval from the Bank.

26.2 **SUCCESSORS AND ASSIGNS:** This Agreement shall bind and inure to the benefit of the parties, and their respective successors and permitted assigns.

26.3 **NON-HIRE AND NON-SOLICITATION:** During the term of this Agreement and for a period of one year thereafter, neither party shall (either directly or indirectly through a third party) employ, solicit to employ, cause to be solicited for the purpose of employment or offer employment to any employee/s or sub-contractor/s of the other party, or aid any third person to do so, without the specific written consent of the other party. However nothing in this clause shall affect the Bank's regular recruitments as per its recruitment policy and not targeted to the employees of Service provider.

26.4 **SEVERABILITY:** The invalidity or unenforceability of any provision of this Agreement shall not in any way effect, impair or render unenforceable this Agreement or any other provision contained herein, which shall remain in full force and effect.

26.5 MODIFICATION: This Agreement may not be modified or amended except in writing signed by duly authorized representatives of each party with express mention thereto of this Agreement.

26.6 ENTIRE AGREEMENT: This Agreement, including all Work orders, Exhibits, Annexures, RFP and other documents or communications incorporated herein, represents the entire agreement for the services of between the parties and supplements all prior negotiations, understandings and agreements, written or oral, relating to the subject matter herein.

26.7 PRIVACY: Neither this Agreement nor any provision hereof is intended to confer upon any person/s other than the Parties to this Agreement any rights or remedies hereunder.

26.8 EFFECTIVE DATE: This Agreement shall be effective from the date mentioned at the beginning of this Agreement.

26.9 DUE AUTHORISATION: Each of the undersigned hereby represents to the other that she/ he is authorized to enter into this Agreement and bind the respective parties to this Agreement.

26.10 COUNTERPART: This Agreement is executed in duplicate and each copy is treated as original for all legal purposes.

26.11 The agency will provide all creative and publicity & promotional material in necessary formats as would be required and conveyed by the Bank.

26.12 The agency will be responsible for copy right issues concerning usage of images, footage, text material, etc. obtained through various sources. SBI will not be a party to any disputes arising out of copyright violation by the agency, unless the images or creatives are provided by the Bank to the Agency.

26.13 The agency will be responsible for obtaining any permission that may be required for undertaking work as detailed in this Agreement and the attached SOW. SBI may assist the agency in this regard, wherever possible.

26.14 The agency will at no time resort to plagiarism. 'SBI' will not be a party to any dispute arising on account of plagiarism resorted to by the agency, unless the content is provided to the Agency by the Bank.

26.15 Fee/commission for executing various ads/campaigns/contests would be a part of agency commission. However, cost of media buying/image purchase, etc. including Taxes/GST will be borne by SBI subject to prior approval.

26.16 **DATA PROTECTION**

To the extent that one party (“**Data Supplier**”) passes to the other party (“**Data Receiver**”) any Personal Information or Sensitive Personal Information (as defined in the IT Act 2000) pursuant to this Agreement:

The Data Supplier represents and warrants that:

- it has notified the individuals of the circumstances and purposes of collection or has obtained such permissions and consents required to enable both parties to use, disclose or transfer such Personal Information or Sensitive Personal Information including disclosure and transfers to third parties as required to provide the Services and transfers to territories outside of the Territory in connection with the Services and any other purposes as stipulated in this Agreement; and
- if the Data Supplier receives any requests as described in clause below which may be relevant to the Data Receiver, it shall notify the Data Receiver of any such requests in a timely manner and must ensure its websites include adequate privacy policies at all times.

The Data Receiver agrees that it shall:

- Process the Personal Information in accordance with Data Supplier's reasonable instructions.
- Provide reasonable assistance to Data Supplier to respond to a data subject's request to correct an error or omission in Personal Information or to withdraw consent to the collection, use or disclosure of Personal Information under this Agreement.
- Take all appropriate steps to implement and maintain reasonable security arrangements for the protection of Personal Information in accordance with the IT Act 2000.

26.17 **ANTI-BRIBERY**

Each party warrants and undertakes that:

- It will comply with all applicable laws, statutes, regulations and codes relating to anti-bribery and anti-corruption including but not limited to the Prevention of Corruption Act 1988 of India ("Relevant Requirements"); and
- It has and shall maintain in place throughout the Term all policies and procedures necessary to ensure compliance with the Relevant Requirements.

26.18 **RFP Terms:** Notwithstanding anything contrary provided in this agreement, all the terms and conditions and obligations to be complied with and discharged by the agency in terms of the RFP no: _____ dated _____ shall be binding upon the agency as if such terms and conditions and obligation constitute an integral part of this agreement. Any default or breach of those terms and conditions by the agency will be constituted as a default breach of this agreement by the agency. In the event of any conflict or inconsistency between this Agreement and the RFP, the terms of RFP shall prevail.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized representatives as of the date and day first mentioned above.

State Bank of India

(Service Provider)

By:

By:

Name:

Name:

Designation:

Designation:

Date:

Date:

SERVICE PROVIDER'S SCOPE OF WORK

This Statement of Work (“**SOW**”) dated the last date of signature below, is made pursuant to and is governed by the Services Level Agreement dated: _____, effective from (“**SLA**”) entered between **State Bank of India** (“**Client**”) and _____ (“**Agency**”).

The parties hereby agree as follows:

1. Effect of SOW

1.1 Client wishes to obtain and Agency has agreed to provide the Services as described in this SOW in accordance with the terms of the SLA/PFP.

1.2 Any conflict between the terms and conditions of this SOW and the terms of the SLA and RFP shall be dealt with in accordance with the clauses of the SLA & RFP, subject to any express written statement in this SOW that states that a part of this SOW prevails over the SLA's Terms and Conditions.

1.3 Unless the context requires otherwise, capitalized terms undefined in this SOW will have the meaning given to them in the SLA/RFP.

2. Services and Deliverables : Scope of work is detailed in the RFP.

(Services and Deliverables shall be finalized in consultation with successful bidder

after the selection of bidder

3. Term of SOW

Start date of Services _____

End date of Services: _____

4. Fees & Payment Terms

As defined in clause 4 of this agreement.

The Client shall be responsible for the payment of the entire media cost payable to the media vendors and the Fee payable to the Agency, irrespective of the success of the campaign.

The parties agree to the terms of this SOW, read with the terms of the SLA and RFP.

Agreed to and accepted by:

Agreed to and accepted by:

Name:

Name:

Title:

Title:

Date of signature:

Date of signature:

State Bank of India

(Service Provider)

APPENDIX -II

TAT SHEET

Particulars	Timelines
Deliverables	To be decided based on mutual discussion between the Bank and the selected service provider
Reports and MIS	Agency to submit regular MIS reports on Job status on periodic frequency as decided by the Bank and the selected Service Provider.

APPENDIX -III

TEAM STRUCTURE AND ESCALATION

The Service Provider to provide the Team structure and the Escalation matrix

APPENDIX -IV

NON-DISCLOSURE AGREEMENT(as per Annexure-F of RFP Document)

Penalties

If the selected bidder fails to perform services within the stipulated time schedule, the Bank shall, without prejudice to its other remedies under the contract, deduct from the contract price , as liquated damages , a sum equivalent to 2% of the total work order cost for delay of each week or part there of maximum upto 10% of total work order price . Once the maximum is reached, SBI may consider termination of contract pursuant to the conditions of contract/RFP

Pre-Bid Query Format

(To be provide strictly in Excel format)

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

**ACKNOWLEDGEMENT OF RULE 144 (xi) OF THE GENERAL FINANCIAL RULES (GFRs)
2017**

To:

Dear Sir,

**SUBJECT: RESTRICTIONS UNDER RULE 144 (xi) OF THE GENERAL FINANCIAL RULES (GFRs)
2017**

We are aware of the above rules, as amended vide Ministry of Finance, Department of Expenditure, Public Procurement Division letter no. F No. 6/18/2019-PPD dated 23/07/2020 and declare that:

" I/we have read the clause regarding restrictions on procurement from a bidder of a country which shares a land border with India; I certify that this bidder is not from such a country or, if from such a country, has been registered with the Competent authority. I hereby certify that this bidder fulfils all requirements in this regard and is eligible to be considered (Where applicable, evidence of valid registration by the Competent Authority shall be attached).

Name & Signature of authorized signatory

(Signature)

(Name)

(In the capacity of)

Seal of the company.

Exhibit: I: CONSULTANT’S ORGANIZATION AND EXPERIENCE

A - Consultant’s Organization

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

B - Consultant’s Experience

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

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

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

Exhibit II: TEAM COMPOSITION AND TASK ASSIGNMENTS

Name	Firm	Area of expertise	Present position	Task proposed

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

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

Positions held:

11. Detailed Tasks Assigned

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

a) List all tasks to be performed under this assignment

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

(i) Name of assignment or project:

(ii) Year:

(iii) Location:

(iv) Client:

(v) Main project features:

(vi) Positions held:

(vii) Activities performed:

Exhibit IV: Technical Evaluation Criteria

Sr. No.	Criteria	Indicative Criteria	Maximum Marks
1	Experience & Capability:	Experience and demonstrated capability in having handled banking related consulting projects with various banks in India and abroad. Consultant to submit a brief on such projects handled during last 3 years. (References to be given for verifying the credentials)	10
2	Understanding starting position, key issues and SBI's strengths in the SME space	Quality of understanding the present position of SBI(pre-RfP) in respect of the select areas of SME for which the present RfP is floated. (Based on presentation)	10
3	Quality of understanding of the scope	Quality of understanding of the scope of the engagement demonstrated in the response to the RFP. (Based on presentation)	20

4	Approach & Methodology Work-plan:	Completeness of approach and methodology demonstrated in the response to the RFP, robustness of approach and quality of tools proposed to be deployed. Activities / tasks / initiatives, project planning, resources planning, effort estimate etc., with milestones and time frame for completion of different activity. Also provide list of deliverables. (Based on Documents & Presentation)	30
5	Full time Manpower proposed to be assigned to this project – Names/ experience /CV	As per experience /capabilities shown in CV Experience of project manager & team and key resources assigned for handling the project (Based on Documents)	10
6	Transfer of knowledge and enablement	Objectivity in designing & delivery of contents (Based on Documents & Presentation)	15
7	Earlier Engagement with SBI for any other projects	Number of SBI Engagements and works completed.	5
	Total		100

Exhibit V: COMMENTS

ON COUNTERPART STAFF AND FACILITIES TO BE PROVIDED BY THE CLIENT

On Counterpart Staff and Facilities

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

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

Exhibit VI : Payment Terms

All payments shall be released directly by the Bank to the bidder except as otherwise provided in the tender. All payments by the Bank will be effected in Indian Rupees. TDS will be deducted as applicable.

Subject to any deductions from the Contract price as per Contract, the Bidder shall be entitled to receive the Contract Price in *the following manner after accomplishment of assigned tasks:*

Milestone	Payment (% of Contract fees)
Diagnostic completion	10%
Operating model design finalization	10%
4(Four) Milestones for the completion of the project will be decided by the Bank and the selected Consultant mutually based on the technical bid submitted by the Consultant. i) On completion of 1 st milestone ii) On completion of 2 nd milestone iii) On completion of 3 rd milestone iv) On completion of 4 th milestone (completion of project)	15% 15% 15% 15%
On satisfactory performance on certain assessment parameters which will be decided by the Bank and the Consultant mutually before start of the implementation stage (latest by the end of 18th month from the commencement of the project)	20%

All interim / progress payments shall be regarded as payments by way of advance against the final payment only and not as payment for work actually completed and shall not preclude to disallow payment proportionately in respect of defective / imperfect / incomplete work. It will not be considered as an admission by the Bank of the due performance of the contract, or any part thereof by the bidder nor shall it preclude, determine or affect in any way the powers of the Bank under the conditions in any other way vary or affect the contract.

It is understood and agreed by the bidder that the Bank shall have the unfettered right and discretion to decide and make judgment that there is lack of performance and fulfillment of the bidder obligation laid down in the RFP or any other ancillary document or requirements.

- a) The Bank shall provide sign off for each stage of payment of fees after satisfying with the completion of deliverables and number of resources deployed in the Project.
- b) Payment to the Consultant will be made subject to satisfaction of the Bank regarding the above deliverables based on the defined scope, after deducting tax deductible at source as per applicable laws of land.
- c) No special pay, allowance or freight expenses will be paid by the Bank except fees to the Consultant. The Consultant shall bear all the expenses.
- d) No additional expenses , whatsoever, would be paid over and above that prescribed above (except otherwise agreed by the Bank). The bills will be submitted to the Bank and payment thereof shall be made directly to the corporate account of the Consultant.
- e) All expenses, stamp duty and other charges / expenses in connection with execution of this Agreement shall be borne by Consultant alone.
- f) Payments of Invoices:
 - (i) The Bank may withhold payment of any charges that it disputes in good faith, and may set-off against penalty amount and any other amount which the Consultant owes to the Bank against charges payable to the Consultant under this Agreement.
 - (ii) In case of delay in respect of timelines for designing, roll-out and implementation mentioned in this document, the Steering Committee shall decide whether or not the delay is attributable to the Consultant. In case, the Steering Committee determines that the delay is not attributable to the Consultant, the Bank shall release the payment.
- g) A Performance Bank Guarantee (BG) for a sum equal to 10% of the engagement cost is required to be submitted by the Consultant to protect the interest of the Bank against the risk of non-performance by Project

Consultant. In case the Consultant fails to complete the project successfully, it may warrant the invoking of BG. Also, if any act of the Consultant results in imposition of Liquidated Damages, then the Bank reserves the right to invoke the submitted BG.

The performance Bank Guarantee shall be liable to be invoked on account of:

- (i) Delay in performing the obligations,
 - (ii) Quality of deliverables being not up to the satisfaction of the Bank,
 - (iii) Violation of the terms and conditions of the assignment of contract,
 - (iv) Sharing of information with outside parties, or
 - (v) Failure to submit renewed performance BANK Guarantee during the continuation of the Agreement, if so required.
- h) The Consultant shall be liable to pay penalty at the applicable rate (as briefed below) in respect of any delay beyond the permitted period in providing the Services:
- (i) The Consultant shall be liable to pay penalty of 1% (One percent) of total project cost for delay of one month or part thereof each time, subject to maximum of 10 % (Ten percent) of the total consideration.
 - (ii) On reaching the maximum of penalties specified, the Bank reserves the right to terminate the contract.
 - (iii) No penalty shall be levied in case of delay(s) in deliverables or performance of the contract for the reasons not attributable to the Consultant.

PERFORMANCE REVIEW

- The parties (the Bank and the selected Consultant) shall constitute an Implementation Committee (hereinafter "IC") for monitoring the progress of performance of their respective duties and obligations under the Contract. IC shall also review and resolve wherever possible, issues and disagreements potentially arising from performance of respective duties and obligations of the parties involved hereunder. Should the parties be unable to agree upon and settle such issues and/or disagreements within three days from the first

review by the persons to be designated by both the parties, such issues and/or disputes are to be submitted to the top management of both parties, and the said representatives shall take all reasonable measures in order to amicably settle the said issues and/or disputes.

- Each party shall appoint two duly authorized representatives to IC and notify the other party promptly in writing thereof. The appointed representatives should be acceptable to both parties. Any changes as regards the said representatives shall also be promptly notified in writing to the other party.
- IC shall perform its duties through telephonic conferences, meetings and other means (hereinafter jointly referred to as "Meetings") as agreed between the parties. Meeting shall be held every two weeks or as otherwise agreed between the parties or deemed necessary depending upon the pace of work and/ or requirement. Either party may make a proposal of next meeting by notifying the other party in writing thereof. The Vendor shall notify the Bank of the date, time, venue and provisional agenda of a meeting two days prior to the meeting, unless otherwise agreed between the parties.