



**REQUEST FOR PROPOSAL (RfP)
FOR ENGAGEMENT OF CONSULTANT
FOR SETTING UP AND OPERATIONALISING AN OPERATIONS SUPPORT SUBSIDIARY FOR THE BANK**

Ref.: SBI/S&DB/2021-22/OSS/001 dated 5th January 2022

**State Bank of India
Strategy & Digital Banking Vertical
Corporate Centre
Mumbai**

**RfP FOR ENGAGEMENT OF CONSULTANT
FOR SETTING UP AND OPERATIONALISING AN OPERATIONS SUPPORT SUBSIDIARY FOR THE BANK**

No.: SBI/S&DB/2021-22/OSS/001 dated 5 th January 2022	Last date for submission of Bids: 3:00 pm on 3 rd February 2022
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Schedule of Events

Sl. No.	Particulars	Remarks
1	Contact details of issuing department (Address for communication and Address for submission of bids under this RfP)	Name: Shri Y Subba Rao Designation: General Manager (OSD) Phone:022-22742380(Office) Mobile number: 6302511151 e-Mail ID: gm.ni@sbi.co.in Contact address: General Manager (OSD) State Bank of India Strategy & Digital Banking Vertical Corporate Centre, 3 rd Floor, State Bank Bhawan, Madam Cama Road, Mumbai - 400021
2	Bid Document Availability including changes/amendments, if any to be issued	RFP may be downloaded from Bank's website at https://sbi.co.in/web/sbi-in-the-news/procurement-news from 5 th January 2022 to 3 rd February 2022
3	Date of commencement of Bidding process (Issue of RfP)	At 3:00 pm on 5 th January 2022
4	Last date and time of receipt of written queries/clarifications from Bidders	Upto 3:00 pm on 17 th January 2022 All communication regarding points/queries requiring clarifications shall be by e-Mail strictly in the format enclosed as Appendix K.
5	Tentative Pre-bid Meeting	From 3:00 pm to 5:00 pm on 24 th January 2022 through online meeting over Microsoft Teams. The meeting invites shall be sent only to the email ID of the Bidders and the same should not be forwarded/shared by the Bidders to anyone.
6	Last date and time for receipt of Bid	Upto 3:00 pm on 3 rd February 2022

7	Address for submission of Bids	General Manager (OSD) State Bank of India Strategy & Digital Banking Vertical Corporate Centre, 3 rd Floor, State Bank Bhawan, Madam Cama Road, Mumbai – 400021
8	Tentative Date and Time of opening of Technical Bids	5:00 pm on 3 rd February, 2022 Authorized representatives of Bidders may be present (virtually over Microsoft Teams or physically) during opening of the Technical Bids. However, Technical Bids would be opened even in the absence of any or all of Bidders' representatives.
9	Tentative Date and time of presentation by Eligible Bidders to the Bank	7 th February 2022 – 11:00 am (Date and exact time slot will be advised through email at a short notice)
10	Opening of Price/Financial Bids (Tentative)	Price/Financial Bid will be opened at 3:00 pm on 8 th February 2022 or on a subsequent date which will be communicated to such bidders who qualify in the Technical Bid. Representatives of Bidders may be present (virtually over Microsoft Teams or physically) during opening of Financial Bid. However, Financial Bids would be opened even in the absence of any or all of the bidders' representatives.
11	Place of Opening of Bids (Technical Bid and Price/Financial Bid)	State Bank of India Corporate Centre, 10th Floor, Conference room, State Bank Bhawan, Madam Cama Road, Mumbai - 400021
12	Bid Fee (Non-refundable)	Rs. 25,000/- (Indian Rupees Twenty five thousand only) by way of Pay Order/Demand Draft drawn in favour of 'State Bank of India' and payable at Mumbai.
13	Earnest Money Deposit (EMD)	Rs. 10,00,000/- (Indian Rupees Ten lakhs only) by way of Pay Order/Demand Draft drawn in favour of 'State Bank of India' and payable at Mumbai. Bidder should deposit EMD and Bid Fee separately.

14	Bank Guarantee	Performance Security in the form of Bank Guarantee (BG) for an amount equivalent to 10 % of the Project Cost, issued by a Scheduled Commercial bank other than SBI, which should be valid for 24 months from the effective date of the Contract (12 month validity period + 12 month claim lodgment period) from successful Bidder. The BG may need to be extended depending on the extension of the Contract period or other reasons.
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1. INVITATION TO BID:

- i. **Overview: State Bank of India (SBI)** (hereinafter referred to as '**SBI**'/'**the Bank**') is an Indian multinational, Public Sector Banking and Financial Services entity. It is a Fortune 500 company which is headquartered in Mumbai. It is the largest bank in India and provides a wide range of banking products and services to both Corporate and Retail Customers through its network of 22,200 plus Branches spread across India and 229 Foreign Offices / presence across all Time Zones. The Bank has the largest network of 62,500 plus ATMs spread across geographical locations. The Bank also has one of the largest numbers of CSP outlets of around 72,000 spread across India. It has 17 regional hubs (Circles) and around 100 Administrative Offices that are located at important cities throughout India. The Bank also provides services to its customers through Alternate Channels such as Internet Banking, Debit Cards, and Mobile Banking, etc.
- ii. **Background:** The Bank is in the process of setting up an Operations Support Subsidiary company (OSS) as per an In-principle approval received from RBI. The proposed Subsidiary would be providing support services mainly for Agri/MSME/Other Micro loans, Data Entry operations, activities that can be undertaken as allowed for Business Correspondent etc., subject to RBI norms laid down vide 'Guidelines on Managing Risks and Code of Conduct in Outsourcing of Financial Services by banks' dated November 3, 2006 and 'Master Direction on Financial Services provided by Banks' dated May 26, 2016 (Updated as on August 10, 2021). In this regard, the Bank desires to engage a consultant for providing consultancy services and assisting the Bank in setting up and operationalizing the proposed OSS.
- iii. **Purpose of RfP:** The Bank now seeks to engage a Consultant for providing the services as envisaged in this RfP. This Request for Proposal (RfP) has been issued by the Bank for selection of a Consultant for setting up and operationalising the Operations Support Subsidiary of the Bank. In order to meet the consultancy requirements, the Bank proposes to invite Bids from qualified Bidders as per details/Scope of Work mentioned in **Appendix-E** of this RfP.
- iv. Bidder shall mean any entity (i.e., juristic person) who meets the eligibility criteria given in **Appendix-B** and **Appendix-C** of this RfP and is willing to provide the Services as required in this RfP. The interested Bidders who agree to all the Terms and Conditions contained in this RfP may submit their Bids with the information desired in this RfP. Consortium bidding is not permitted under this RfP. Address for submission of Bids & contact details (including e-Mail address for sending all communication) are given in Schedule of Events of this RfP. This RfP document shall not be transferred, reproduced, or otherwise used for purposes other than for which it is specifically issued.
- v. The Interested Bidders are advised to go through the entire RfP Document before submission of Bids to avoid any chance of elimination. The eligible Bidders, desirous of providing Services to SBI, are invited to submit their technical and commercial bids / proposals 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 the Bank's discretion. This RfP seeks proposals from Bidders who have the necessary experience, capability & expertise to provide SBI with the proposed Services adhering to the Bank's requirements outlined in this RfP.

2. DISCLAIMER:

- i. The information contained in this RfP or information provided subsequently to Bidder(s) whether verbally or in documentary form/e-Mail by or on behalf of SBI, is subject to the Terms and Conditions set out in this RfP.
- ii. This RfP is not an offer by State Bank of India, but an invitation to receive responses from the eligible Bidders.
- iii. The purpose of this RfP is to provide the Bidder(s) with information to assist in preparation of their Bid proposals. This RfP does not claim to contain all the information each Bidder may require. Each Bidder should conduct their own investigation and analysis and should check the accuracy, reliability and completeness of the information contained in this RfP, and wherever necessary, obtain independent advice/clarifications. The Bank may, at its absolute discretion, but without being under any obligation to do so, update, amend or supplement the information in this RfP.
- iv. The Bank, its employees and advisors make no representation or warranty and shall have no liability to any person, including any Bidder under any law, statute, rules or regulations or tort, principles of restitution or unjust enrichment or otherwise for any loss, damages, cost or expense which may arise from or be incurred or suffered on account of anything contained in this RfP or otherwise, including the accuracy, adequacy, correctness, completeness or reliability of the RfP and any assessment, assumption, statement or information contained therein or deemed to form or arising in any way for participation in this bidding process.
- v. The Bank also accepts no liability of any nature whether resulting from negligence or otherwise, howsoever caused arising from reliance of any Bidder upon the statements contained in this RfP.
- vi. The Bidder is expected to examine all instructions, forms, terms and specifications in this RfP. Failure to furnish all the information required under this RfP or to submit a Bid not substantially responsive to this RfP in all respects will be at the Bidder's risk and may result in rejection of the Bid.
- vii. The issue of this RfP does not imply that the Bank is bound to select a Bidder or to award the contract to the Selected Bidder, as the case may be, for the Project and the Bank reserves the right to reject all or any of the Bids or Bidders without assigning any reason whatsoever before issuance of Purchase Order and/or its acceptance thereof by the successful Bidder as defined in Award Criteria and Award of Contract in this RfP.
- viii. All costs in preparation and submission of Bid documents shall be borne by the Bidders.
- ix. The Bank reserves the right of modification / termination of the RfP process during any stage

3. DEFINITIONS:

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

- i. **'The Bank'** 'means State Bank of India (including Domestic Branches / Offices and Foreign Offices).
- ii. **'Bidder'** means an eligible entity/firm submitting the Bid in response to this RfP.
- iii. **'Bid/Proposal'** means the written reply or submission of response to this RfP. It includes Technical Bid and Commercial / Price Bid.
- iv. **'The Contract'** means the agreement entered into between the Bank and the successful Bidder / Consultant / Service Provider, as recorded in the Contract Form signed by both the parties, including all attachments and appendices thereto and all documents incorporated by reference therein.
- v. **'Consultant/Service Provider'** is the successful Bidder found eligible as per eligibility criteria set out in this RfP, whose technical Bid has been accepted and who has emerged successful Bidder as per the selection criteria set out in the RfP and to whom notification of award has been issued by the Bank.
- vi. **'Day'** means English calendar day.
- vii. **'Deliverables/Work Product'** shall mean all work product generated by the Consultant solely or jointly with others in the performance of the Services, including, but not limited to, any and all information, notes, reports, material, drawings, records, diagrams, formulae, processes, technology, firmware, software, know-how, designs, ideas, discoveries, inventions, improvements, copyrights, trademarks, trade secrets, etc.
- viii. **'Intellectual Property Rights'** shall mean and include (a) copyrights and all renewals thereof; (b) trademarks, trade names, service marks, service names, logos and corporate names, both primary and secondary, together with all goodwill associated therewith and including, without limitation, all translations, adaptations, combinations and derivations of each of the foregoing, (c) trade secrets and other confidential information (including proposals, financial and accounting data, business and marketing plans, customer and supplier lists and related information); (d) all other intellectual property, including but not limited to design rights, trade names, information technology, domain names; and (e) all registrations and applications for registration, extension or renewal filed anywhere in the world for each of the foregoing.
- ix. **'RfP'** shall mean this document in its entirety, inclusive of any addendum / corrigendum / modifications / clarifications / amendments, etc., that may be issued by the Bank.

- x. **'Party' or 'Parties'** shall mean the Bank and Bidder / Service Provider, who are sometimes individually referred to as a 'Party' and collectively as 'Parties'.
- xi. **'Services'** means all services, , Scope of Work and deliverables to be provided by a Bidder as described in the RfP and include provision of technical assistance, training, certifications, auditing and other obligations of Service Provider covered under this RfP.
- xii. **'Total Contract Price/Project Cost/TCO (Total Cost of Ownership)'** means the price payable to the Service Provider over the entire period of Contract for the full and proper performance of its contractual obligations.

4. TERM AND SCOPE OF WORK:

As detailed in **Appendix-E** of this document.

The scope and deliverables must be designed and executed to Bank's satisfaction within a period of **6 (Six) months** starting from the date of commencement of the project.

5. ELIGIBILITY AND TECHNICAL CRITERIA:

- i. Bid is open to all Bidders who meet the eligibility and technical criteria as detailed in **Appendix-B & Appendix-C** of this document. **The Bidder has to submit documents substantiating eligibility criteria as mentioned in this RfP document.**
- ii. No Bidder or its associate shall submit more than one Bid for the Services desired under this 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.
- iii. The Bidder shall also submit **PRE-CONTRACT INTEGRITY PACT**, if applicable along with technical Bid as prescribed in **Appendix-M** duly signed by the Bidder on each page and witnessed by two persons. The **Pre-Contract Integrity Pact** shall be stamped as applicable in the State where it is executed. Bid submitted without Pre-Contract Integrity Pact, as per the format provided in the RFP, shall not be considered.
- iv. 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).
- v. 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, 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
- vi. 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
- vii. 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.
- viii. 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.
- ix. 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 as per **Appendix-N** of this RFP 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.

6. COST OF BID DOCUMENT:

The participating Bidders shall bear all the costs associated with or relating to 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.

7. CLARIFICATION AND AMENDMENTS ON RfP/PRE-BID MEETING:

- i. Bidder requiring any clarification on RfP may notify the Bank in writing strictly as per the format given in **Appendix-K** by e-Mail within the date/time mentioned in the Schedule of Events.
- ii. A Pre-bid meeting will be held on the date and time specified in the Schedule of Events, virtually through Microsoft Teams, which may be attended by the authorized representatives of the Bidders interested to respond to this RfP.
- iii. 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. 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.
- iv. The Bank reserves the right to amend, rescind or re-issue 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 RfP, by amendment which will be made available to the Bidders by way of corrigendum/addendum. The interested parties/Bidders are advised to regularly check their e-Mail/check the Bank's website regularly till the date of submission of Bid document specified in the Schedule of Events 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. The Bank, 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. 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 addressed in this RfP or any addenda/corrigenda or clarifications issued in connection thereto.

- v. No request for change in commercial/legal Terms and Conditions, other than what has been mentioned in this RfP or any addenda/corrigenda or clarifications issued in connection thereto, will be entertained and queries in this regard, therefore, will not be entertained.
- vi. Queries received after the scheduled date and time will not be responded/acted upon.

8. CONTENTS OF BID DOCUMENT:

- i. The Bidder must thoroughly study/analyse and properly understand the contents of this RfP, its meaning and impact of the information contained therein.
- ii. Failure to furnish all information required in this RfP or submission of Bid not responsive to this RfP in any respect will be at the Bidder's risk and responsibility and the same may finally result in rejection of its Bid. The Bank has made considerable effort to ensure that accurate information is contained in this RfP and is being supplied solely as guidelines for Bidders.
- iii. The Bid prepared by the Bidder, as well as all correspondence and documents relating to the Bid exchanged by the Bidder and the Bank and supporting documents and printed literature shall be submitted in English.
- iv. The information and documents provided by the Bidders in response to this RfP will become the property of the Bank and will not be returned. Incomplete information in Bid documents may lead to non-consideration of the proposal.

9. EARNEST MONEY DEPOSIT (EMD):

- i. The Bidder shall furnish EMD for the amount and validity period mentioned in Schedule of Events of this RfP.
- ii. EMD is required to protect the Bank against the risk of Bidder's conduct.
- iii. The EMD should be in the form of a Pay Order/Demand Draft drawn in favour of 'State Bank of India' and payable at Mumbai.
- iv. The Original EMD Pay Order/Demand Draft should be kept in the envelope containing the technical bid.
- v. Any Bid not accompanied by EMD for the specified amount and not submitted to the Bank as mentioned in this RfP will be rejected as non-responsive.
- vi. The EMD of the unsuccessful Bidder(s) would be refunded/returned by the Bank within 2 weeks of the Bidder being notified as unsuccessful.
- vii. The EMD of the successful Bidder will be discharged upon the Bidder signing the Contract and furnishing the Bank Guarantee for the amount and validity as mentioned in this RfP, which should be strictly on the lines of format placed at **Appendix-G**.

- viii. No interest is payable on EMD.
- ix. The EMD may be forfeited:
 - (a) If a Bidder withdraws his Bid during the period of Bid validity specified in this RfP; or
 - (b) 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
 - (c) If the successful Bidder fails to accept Purchase Order and/or sign the Contract with the Bank or furnish Bank Guarantee, within the specified time period in the RfP.
- x. If EMD is forfeited for any reasons mentioned above, the concerned Bidder may be debarred from participating in the RfPs floated by the Bank/this department, in future, as per sole discretion of the Bank and other appropriate action may be initiated as per the terms of this RfP.

10. BID PREPARATION AND SUBMISSION:

- A. The Bid is to be submitted in two sealed non-window envelopes, one containing the Technical Bid and the other containing Financial Bid shall be put together and sealed in an outer non-window 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. The bidders are advised to write their name and contact details (Phone No., email and address on all the envelopes).
- i. One of the envelope is to be prominently marked as '**Technical Bid** in response to **RfP No. SBI/S&DB/2021-22/OSS/001**'. This envelope should contain the following documents and should be properly sealed:
 - (a) Index of all the documents, letters, bid forms, etc., submitted in response to RfP along with page numbers.
 - (b) Bid covering letter/Bid form on the lines of **Appendix-A** on Bidder's letterhead.
 - (c) Pay Order/Demand Draft of EMD and Bid Fee as specified in this document.
 - (d) Specific response with supporting documents in respect of Eligibility Criteria as mentioned in **Appendix-B** and technical evaluation criteria on the lines of **Appendix-C**.
 - (e) Bidder's details as per **Appendix-D** on Bidder's letterhead.
 - (f) Audited balance sheets and profit and loss account statements for last 3 years or Certificate of Chartered Accountant stating bidder's Revenues, other desired financials.
 - (g) A copy of Board Resolution along with copy of Power of Attorney (PoA, wherever applicable) showing that the signatory has been duly authorized to sign the Bid document.
 - (h) CVs of the Key Personnel (Team proposed by the Bidder) as per **Exhibit III**
 - (i) If applicable, copy of Registration Certificate issued by Competent Authority as mentioned in Sl. No. 2 of Eligibility Criteria under **Appendix-B**.

A brief writeup is to be provided for each of the parameters for Technical Evaluation Criteria detailed in **Appendix-C**. All the submissions under this should be supported by necessary documentary evidence, as may be applicable

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 (Appendix-A) included with the bid required for submission of the proposal.

- ii. A second sealed envelope is to be prominently marked as '**Indicative Price Bid** in response to **RfP No. SBI/S&DB/2021-22/OSS/001**'. This envelope should contain only one hard copy of Price Bid strictly on the lines of **Appendix F**. The Indicative Price must include all the price components mentioned. Prices are to be quoted in Indian Rupees only.

Bidder must provide detailed cost breakdown, for each and every category mentioned in the Price Bid. The Bank will determine whether the Commercial/Financial/Price Bids are complete, unqualified and unconditional. Omissions, if any, in costing any item shall not entitle the Bidder to be compensated and the liability to fulfil its obligations as per the Scope of the RfP within the total quoted price shall be that of the Bidder.

B. Bidders to note that:

The Bidder needs to provide unit costs for all components and services; unit rates would be considered for the Total Cost of Ownership (TCO) in case of any discrepancy in the totalling, modifications, additions, corrections, etc.

In the event the Bidder has not quoted or has omitted any mandatory product or service required for the services, it shall be deemed that the Bidder shall provide the product or service at no additional cost to the Bank. No bidder shall submit more than one Bid.

C. Bidders may further please note:

- (a) The Bidder should quote for the entire package on a single responsibility basis for Services that are required to be provided.
- (b) While submitting the Technical Bid, literature on the Services should be segregated and kept together in one section.
- (c) Care should be taken that the Technical Bid shall not contain any price information. Such proposal, if received, will be rejected.
- (d) In the first stage, only the envelope containing Technical Bid will be opened. Those satisfying all criteria and agreeing to comply with all terms and conditions specified in this document may be invited for presentation to display their capabilities, approach and methodology wherein they will be evaluated as per the Technical Evaluation Criteria as per **Appendix C**. 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.
- (e) A soft copy (PDF/Word/Excel formats as applicable) on a pen drive should also be kept in a separate envelope within the envelope of Technical Bid. The Bidders should ensure that

the Pen drive does not contain any details relating to the financial bid, failing which such bids shall be rejected outrightly. In case of any discrepancies between hard and soft copy, the hard copy will be considered as base document.

- (f) Bidder(s) should ensure that the Bid documents submitted in pen drive should be free from virus and if the documents could not be opened, due to virus or otherwise, during Bid opening, the Bid is liable to be rejected.
- (g) The technical evaluation will be followed by the opening of the financial/price bid of those bidders who qualify as per technical bid specified criteria. The financial bid of those bidders who fail to meet the technical evaluation criteria shall be returned without opening.
- (h) 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. Board Resolution authorizing representative to Bid and make commitments on behalf of the Bidder is to be attached.
- (i) Bids are liable to be rejected if only one Bid (i.e., Technical Bid or Price Bid) is received.
- (j) 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 substance of the Bid already submitted or the price quoted.
- (k) The Bidder may also be asked to give a presentation for the purpose of clarification of the Bid. The presentation should be brief, crisp and limited to 45 minutes.
- (l) The Bidder must provide specific and factual replies to the points raised in the RfP. The Bid shall be typed or written and shall be signed by the Bidder or a person or persons duly authorized to bind the Bidder to the Contract.
- (m) 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. Also, if any bidder's quotation is found to be abnormally low/abnormally low bid, the Bank reserves the right to reject the same.
- (n) 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. Any inter-lineation, erasures or overwriting shall be valid only if these are initialed by the person signing the Bids.
- (o) Bidder(s) should prepare and submit their Bids well in advance before the prescribed date and time to avoid any delay or problem during the bid submission process. The Bank shall not be held responsible for any sort of delay or difficulties faced by the Bidder(s) during the submission of Bids.
- (p) All the envelopes shall be addressed to the Bank and delivered as prescribed at the address given in Schedule of Events section of this RfP. All the envelopes should have the 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, will be final and binding on all the bidders.

- (s) 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.

11. DEADLINE FOR SUBMISSION OF BIDS:

- i. Bids must be submitted to the Bank by the date and time mentioned in the 'Schedule of Events'.
- ii. The envelope/(s) containing Bid document shall clearly bear the name of the project and the name and address of the Bidder. In addition, the last date for bid submission should be indicated on the right upper corner of the envelope. The Bid documents should be submitted within the bid submission date and time for the RfP at the address mentioned in Sl. No. 1 of Schedule of Events, failing which, the Bid will be treated as non-responsive.
- iii. 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.
- iv. In case the Bank extends the scheduled date of submission of the 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.
- v. Any Bid received after the deadline for submission of bids shall be rejected.

12. MODIFICATION AND WITHDRAWAL OF BIDS:

- i. The Bidder may modify or withdraw its Bid after the Bid's submission, provided the modification, including substitution or withdrawal of the Bids, is received prior to the deadline prescribed for submission of Bids.
- ii. No modification in the Bid shall be allowed, after the deadline for submission of Bids.
- iii. No Bid shall be withdrawn in the interval between the deadline for submission of Bids and the expiry of the period of Bid validity specified in this RfP. Withdrawal of a Bid during this interval may result in the forfeiture of EMD submitted by the Bidder as well as appropriate action may be initiated as per the terms of this RfP.

13. PERIOD OF BID VALIDITY AND VALIDITY OF PRICE QUOTED:

- i. Bid shall remain valid and fixed for a duration of 180 days from Bid submission date. A bid submitted with an adjustable price will be treated as non-responsive and shall be rejected. Further, if any bid price is found to be abnormally low, the Bank reserves the right to reject the bid.
- ii. Price quoted by the Bidder shall remain valid for a duration of 180 days from the date of

conclusion of the bidding process.

- iii. In exceptional circumstances, the Bank may solicit the Bidders' consent to an extension of the period of validity. The request and the responses thereto shall be made in writing. A Bidder is free to refuse the request. However, in such case, the Bank will not forfeit its EMD. However, any extension of validity of Bids or price will not entitle the Bidder to revise/modify the Bid document.
- iv. Once Purchase Order or Letter of Intent is issued by the Bank, the said price will remain fixed for the entire Contract period and shall not be subjected to variation on any account, including exchange rate fluctuations, if applicable.

14. BID INTEGRITY:

Willful misrepresentation of any fact within the Bid will lead to the cancellation of the contract without prejudice to other actions that the Bank may take. All the submissions, including any accompanying documents, will become the property of the Bank. The Bidders shall be deemed to license, and grant all rights to the Bank, to reproduce the whole or any portion of their Bid document for the purpose of evaluation and to disclose the contents of submission for regulatory and legal requirements.

15. BIDDING PROCESS:

- i. The Bank's decision on opening and further processing of bids irrespective of minimum number of bids received shall be final and binding on all the Bidders.
- ii. For the purpose of the evaluation and selection of Bidder, a three-phase bidding process will be followed as mentioned below:

Phase 1 – Eligibility Criteria Evaluation

Phase 2 – Technical Bid Evaluation

Phase 3 – Commercial Bid Evaluation

- iii. The Final Bidder will be selected, on basis of Techno-Commercial evaluation.
- iv. In the first phase, Bidders will be evaluated based on the Eligibility Criteria provided in **Appendix B** of this document.
- v. In the second phase, only the 'Technical Bids' of those who are found eligible in Phase 1, will be evaluated as per **Appendix C** and a technical score would be arrived at. Bidders scoring a minimum score of **70 %** marks or more will be declared technically qualified. The Price Bid(s) of only those Bidders, who are short-listed after technical evaluation, would be opened. In the event of adequate number of bidders not qualifying for opening of the Price Bid, the Bank may, at its sole discretion, reduce the minimum threshold technical score/mark criteria to select the adequate number of bidders for price bid evaluation.

- vi. During evaluation and comparison of Bids, the Bank may, at its discretion, ask the Bidders for clarification on the Bids received. The request for clarification shall be in writing and no change in prices or substance of the Bid shall be sought, offered or permitted. No clarification at the initiative of the Bidder shall be entertained after bid submission date.
- vii. The Technical Bid shall NOT contain any pricing or commercial information at all and if the Technical Bid contains any price related information, then that Technical Bid would be disqualified and would NOT be processed further.
- viii. In the third phase, the Commercial/Financial/Price Bids of only those bidders shall be evaluated who have qualified in the technical evaluation. The remaining Commercial/Financial/Price Bids, if any, shall not be opened.
- ix. While the technical score carries a weight of **70 percent**, the commercial score carries a weight of **30 percent**.
- x. All the Technical Bids received upto the specified time and date will be opened for initial evaluation on the time and date mentioned in the schedule of events. The Technical Bids will be opened in the presence of representatives of the Bidders who choose to attend the same. However, Bids may be opened even in the absence of representatives of one or more of the Bidders.
- xi. The Bank will examine the Bids to determine whether they are complete, required formats / documents have been furnished, the documents have been properly signed, EMD and Bid Fee for the desired amount and validity period are available and the Bids are generally in order. The Bank may, at its discretion waive any minor non-conformity or irregularity in a Bid which does not constitute a material deviation.
- xii. Prior to the detailed evaluation, the Bank will determine the responsiveness of each Bid to the RfP. For purposes of these Clauses, a responsive Bid is one, which conforms to all the Terms and Conditions of the RfP in toto, without any deviation.
- xiii. The Bank's determination of a Bid's responsiveness will be based on the contents of the Bid itself, without recourse to extrinsic evidence.
- xiv. After opening of the technical Bids and preliminary evaluation, all the Bidders will be asked to make presentations on the Services proposed to be offered by them.
- xv. If a Bid is not responsive, it will be rejected by the Bank and cannot be made responsive subsequently by the Bidder by correction of the non-conformity.
- xvi. Any effort on the part of bidder to influence bid evaluation process or award of contract may result in the rejection of the bid.

16. DETAILS OF BID EVALUATION

Phase 1 – Eligibility Criteria Evaluation

- a. Bidders need to comply with all the eligibility criteria mentioned in Appendix of this document. Non-compliance by the bidders to any of these criteria shall result in outright rejection of the Bidder's proposal. The Bidder is expected to provide proof for each of the points for eligibility evaluation. The proof provided has to be in line with the details mentioned in Appendix.
- b. There will be no scoring involved in the Eligibility Bid evaluation (**Appendix B**).
- c. The decision of the Bank would be final and binding on all the bidders to this document. The Bank may accept or reject an offer without assigning any reason what so ever.

Phase 2 – Technical Evaluation

- a. All such bidders will have to give a presentation in front of a committee constituted by the bank at a given date and time. All the presentations will be evaluated by the committee constituted by the bank.
- b. Technical evaluation will be carried out as per **Appendix C**. Bidders obtaining **70%** marks will be considered qualified in Technical Evaluation
- c. In the event of adequate number of bidders not qualifying for opening of the Price Bid, the Bank may, at its sole discretion, reduce the minimum threshold technical score/mark criteria to select the adequate number of bidders for price bid evaluation
- d. Commercial bids of only those bidders who qualify in the technical evaluation shall be opened. Commercial bids of the other technically not qualified bidders shall not be opened.

Phase 3 – Commercial Bid Evaluation

- a. The Commercial Bid will be opened only for those bidders who have obtained a minimum score of 70% in the technical evaluation. The format for quoting Price Bid is set out in **Appendix F**.
- b. The Commercial Bid should consist of comprehensive cost for required consultancy services. Bidder must provide detailed cost breakdown, for different stages / types of services as mentioned in the Price Bid.

17. TECHNO-COMMERCIAL EVALUATION

Bids will be evaluated as per Combined **Quality Cum Cost Based System (QCBS)**. The Technical bids will be allotted weightage of **70 %** while Commercial/Price/Financial bids will be allotted weightage of **30 %**.

A combined score will be arrived at after considering the nominal financial quote and the marks obtained in technical evaluation with relative weights of **70 %** for Technical Bid and **30 %** for Commercial Bid according to the following formula:

$$\text{Combined score (H) of A} = 70 * \left[\frac{\text{Tech score of A}}{\text{Highest Tech Score}} \right] + 30 * \left[\frac{\text{Lowest Financial Bid}}{\text{Financial Bid of A}} \right]$$

(A: Bidder)

The Bidder obtaining the highest total combined score in evaluation of technical and commercial bids will be ranked H-1 followed by bidder securing lesser marks as H-2, H- 3 etc. The Bidder securing highest combined marks and ranked H- 1 shall be declared as the Successful bidder and be eligible for award of contract.

Example of the Scoring matrix is as under:

Sl. No	Bidder	Technical Marks	Nominal Financial bid	Weighted technical score	Weighted commercial score	Score
		(t)	(f)	$=[(t) / t\text{-highest}] * 70$	$= [f\text{-lowest} / f] * 30$	
1	A	90	60	$90/90 * 70 = 70$	$50/60 * 30 = 25$	95.00
2	B	80	70	$80/90 * 70 = 62.22$	$50/70 * 30 = 21.43$	83.65
3	C	70	50	$70/90 * 70 = 54.44$	$50/50 * 30 = 30$	84.44

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 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.

18. CONTACTING THE BANK:

- i. No Bidder shall contact the Bank on any matter relating to its Bid, from the time of opening of Price 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 Bid.

19. AWARD CRITERIA AND AWARD OF CONTRACT:

- i. SBI will notify successful bidder in writing by letter/email 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.

- ii. The successful bidder shall be required to enter into a contract/ Service Level Agreement (SLA) with the Bank strictly in the format of **Appendix I**. No requests for modification/amendments to the terms of the Contract/SLA shall be entertained by the Bank and the Successful bidder should mandatorily execute the Contract/SLA as per the format **Appendix I**, within 10 working 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 **Appendix J and Appendix G** 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.
- iii. 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.
- iv. The notification of award will constitute the formation of the Contract.
 - a. The successful Bidder shall be required to enter into a contract/ SLA with the Bank, within 10 working days of award of the tender or within such extended period as may be decided by the Bank.
 - b. Until the execution of a formal contract as per **Appendix I**, 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.
- v. 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.
- vi. 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 specified by the Bank and to the full satisfaction of the Bank.
- vii. Failure of the successful Bidder to comply with the requirements/terms and conditions of this RFP shall constitute enough 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
- viii. 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.
- ix. The EMD of each unsuccessful Bidder will be discharged and returned.
- x. Successful Bidder has to take an undertaking from their employees connected with the Contract/RfP/Engagement to maintain the confidentiality of the Bank's information/documents etc.

- xi. The Bidder/Successful Bidder shall not use any information or material received from the Bank or designed as part of the deliverables for their benefit or for any third party(s).
- xii. The Successful Bidder shall provide detailed progress reports and action plan on the status of completion Scope of Work at monthly intervals and as and when requested by the Bank. The Bank may also conduct Performance Review of the deliverables under Scope of Work and the successful bidder is required to provide inputs as requested by the Bank.

20. POWERS TO VARY OR OMIT WORK:

- i. 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 provisions hereinafter contained, from time to time during the execution of the contract, by notice in writing to instruct the successful Bidder to make any variation without prejudice to the Contract. The finally selected Bidder shall carry out such variation and be bound by the same conditions as far as applicable as though the said variations occurred in the Contract documents. If carrying out any suggested variations would, in the opinion of the finally selected Bidder, prevent him from fulfilling any of his obligations under the Contract, he shall notify the Bank thereof in writing with reasons for holding such opinion and the Bank shall instruct the successful Bidder to make such other modified variation without prejudice to the contract. The finally selected Bidder shall carry out such variation and be bound by the same conditions as far as applicable as though the said variations occurred in the contract documents. If the Bank confirms its instructions, the successful Bidder's obligations shall be modified to such an extent as may be mutually agreed, if such variation involves extra cost. Any agreed difference in cost occasioned by such variation shall be added to or deducted from the Contract price, as the case may be.
- ii. In any case in which the successful Bidder has received instructions from the Bank as to the requirements for carrying out the altered or additional substituted work which either then or later on, will in the opinion of the finally selected Bidder, involve a claim for additional payments, such additional payments shall be mutually agreed in line with the Terms and Conditions of the order.
- iii. 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.

21. WAIVER OF RIGHTS:

Each Party agrees that any delay or omission on the part of the other Party to exercise any right, power or remedy under this RfP will not automatically operate as a waiver of such right, power or remedy or any other right, power or remedy and no waiver will be effective unless it is in writing and signed by the waiving Party. Further, the waiver or the single or partial exercise of any right, power or remedy by either Party hereunder on one occasion will not be

construed as a bar to a waiver of any successive or other right, power or remedy on any other occasion.

22. CONTRACT AMENDMENT:

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

23. 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 as specified in Award Criteria and Award of Contract, 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.

24. BANK GUARANTEE:

- i. Performance Security in the form of Bank Guarantee [BG] for the amount equivalent to 10 % of the Project Cost with validity period as specified in this RfP strictly in the format at **Appendix-G** is to be submitted by the finally selected Bidder(s). The BG has to be issued by a Scheduled Commercial Bank other than SBI and needs to be submitted within the specified time of receipt of formal communication from the Bank about their Bid finally selected. In case SBI is the sole Banker for the Bidder, a Letter of Comfort from SBI may be accepted.
- ii. The Bank Guarantee is required to protect the interests of the Bank against the risk of non-performance of Service Provider in respect of successful implementation of the project and/or failing to perform / fulfil its commitments / obligations in respect of providing Services as detailed in this RfP; or breach of any Terms and Conditions of the RfP, which may warrant the invoking of the Bank Guarantee.

25. PENALTIES:

As detailed in **Appendix-H** of this RfP.

26. RIGHT TO VERIFICATION:

The Bank reserves the right to verify any or all of the statements made by the Bidder in the Bid 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.

27. RIGHT TO AUDIT:

- i. The Selected Bidder (Service Provider / Consultant) shall be subject to annual audit by internal/external 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 Services provided to the Bank and Service Provider is required to

submit such certification by such Auditors to the Bank. 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 Service Provider. 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. Except for the audit done by Reserve Bank of India or any statutory/regulatory authority, the Bank shall provide reasonable notice not less than 7 (seven) days to the Consultant / Service Provider before such audit and the same shall be conducted during normal business hours.

- ii. Where any deficiency has been observed during audit of Consultant / Service Provider on the risk parameters finalized by the Bank or in the certification submitted by the Auditors, 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 Consultant / Service Provider is required to be certified by the Auditors covering the respective risk parameters against which such deficiencies have been observed.
- iii. Consultant / Service Provider further agrees that whenever required by the Bank, it will 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(ies). The Bank reserves the right to call for and/or retain any relevant information/audit reports on financial and security review with their findings undertaken by Consultant / Service Provider. However, Consultant / Service Provider shall not be obligated to provide records/data not related to Services under the Agreement (e.g., internal cost break-up, etc.).

28. SUB-CONTRACTING:

As per scope of this RfP, sub-contracting is not permitted.

29. VALIDITY OF AGREEMENT:

The Agreement/SLA will be valid for 6 months. The Bank reserves the right to terminate the Agreement as per the terms of the RfP/Agreement. The Bank, at its sole discretion, reserves the right to call upon the Service Provider to continue for a 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 earlier and on the same Terms & Conditions.

30. LIMITATION OF LIABILITY:

- i. The maximum aggregate liability of Consultant / Service Provider, subject to Clause 30 (iii), in respect of any claims, losses, costs or damages arising out of or in connection with this RfP/Agreement shall not exceed the Total Contract Price.

- 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 to:
 - (a) Claims that are the subject of indemnification pursuant to infringement of third-party Intellectual Property Rights.
 - (b) Damage(s) occasioned by the Gross Negligence or Wilful Misconduct of Service Provider.
 - (c) Damage(s) occasioned by Service Provider for breach of Confidentiality Obligations.
 - (d) 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 30(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 Agreement and which causes injury, damage to life, personal safety, real property, and 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 foregoing, Gross Negligence shall not include any action taken in good faith.

'**Wilful Misconduct**' means any act or failure to act with an intentional disregard of any provision of this Agreement, which a Party knew or should have known if it was acting as a reasonable person, which would result in injury, damage to life, personal safety, real property, and harmful consequences to the other party, but shall not include any error of judgment or mistake made in good faith.

31. CONFIDENTIALITY:

Confidentiality obligation shall be as per Non-Disclosure Agreement and Clause 9 of Service Level Agreement placed as Appendix to this RfP.

32. DELAY IN SERVICE PROVIDER'S PERFORMANCE:

- i. Services shall be made by Consultant / Service Provider within the timelines prescribed in **Appendix/Part II** of this document.
- ii. If at any time during the performance of the Contract, Consultant / Service Provider should encounter conditions impeding timely delivery and performance of Services, 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 Service Provider's notice, the Bank shall evaluate the situation, and may at its discretion, extend 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 Consultant / Service Provider may result in imposition of penalty, liquidated damages, invocation of Bank Guarantee and/or termination of Contract (as laid down elsewhere in this RfP document).

33. CONSULTANT / SERVICE PROVIDER'S OBLIGATIONS:

- i. 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. 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. 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 Service Provider's negligence. Service Provider will pay all indemnities arising from such incidents and will not hold the Bank responsible or obligated.
- iv. Service Provider is responsible for activities of its personnel or sub-contracted personnel (where permitted) and will hold itself responsible for any misdemeanours.
- v. Service Provider shall treat as confidential all data and information about the Bank, 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 **Appendix-J** of this RfP.
- vi. The personnel / employees of the Consultant shall not be entitled to claim any employment or absorption in the Bank's service.
- vii. The team exclusively assigned to the project should consist of sufficient number of persons with appropriate calibre. Detailed Curriculum Vitae (CV) for professional staff to be provided as per **Exhibit III**.

34. INTELLECTUAL PROPERTY RIGHTS AND OWNERSHIP:

- i. Consultant / Service Provider agrees that all data or information supplied by the Bank to Service Provider and/or the consultancy team in connection with the provision of Services by it shall remain the property of the Bank or its licensors.
- ii. Service Provider should have right to use as well as right to license for the outsourced services in respect of any licensed material used for performing Services or developing Work Product for the Bank. The Bank shall not be liable for any license or IPR violation on the part of Service Provider.

- iii. Subject to Clause 34 (iv) and 34 (v) of this RfP, Service Provider shall, at its own expenses without any limitation, indemnify and keep fully and effectively indemnified the Bank against all costs, claims, damages, demands, expenses and liabilities of whatsoever nature arising out of or in connection with all claims of infringement of Intellectual Property Rights, including patent, trademark, copyright, trade secret or industrial design rights of any third party arising from the Services or use of Work Product or any part thereof in India or abroad under this RfP.
- iv. 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 defence 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.
- v. Service Provider shall have no obligations with respect to any infringement claims to the extent that the infringement claim arises or results from: (i) Service Provider's compliance with the Bank's specific technical designs or instructions (except where Service Provider knew or should have known that such compliance was likely to result in an infringement claim and Service Provider did not inform the Bank of the same); or (ii) Any unauthorized modification or alteration of the Work Product by the Bank.
- vi. All Work Product prepared by the Service Provider in performing the Services shall become and remain the sole and exclusive property of the Bank and all Intellectual Property Rights in such Work Product shall vest with the Bank. Any Work Product, of which the ownership or the Intellectual Property Rights do not vest with the Bank under law, shall automatically stand assigned to the Bank as and when such Work Product is created, and Service Provider agrees to execute all papers and to perform such other acts as the Bank may deem necessary to secure its rights herein assigned by Service Provider. The Work Product shall not be used for any purpose other than that intended under the scope of work, without the prior written consent of the Bank.
- vii. In the event the Service Provider integrates any work that was previously created by Service Provider into any Work Product, Service Provider shall grant to, and the Bank is hereby granted, a worldwide, royalty-free, perpetual, irrevocable license to utilize the incorporated items, including, but not limited to, any and all copyrights, patents, designs, trade secrets, trademarks or other Intellectual Property Rights, in connection with the Work Product.

35. LIQUIDATED DAMAGES:

If Consultant / Service Provider fails to deliver and perform any or all the Services within the stipulated time schedule as specified in this RfP/Agreement, the Bank may, without prejudice

to its other remedies under the RfP/Agreement, and unless otherwise extension of time is agreed upon without the application of liquidated damages, deduct from the Project Cost, as liquidated damages a sum equivalent to 2% of total Project Cost for delay of each week or part thereof, with a maximum upto 10% of total Project Cost. Once the maximum deduction is reached, the Bank may consider termination of the Agreement.

36. CONFLICT OF INTEREST:

- i. 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 (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 Agreement or otherwise. It is further clarified that:
 - (a) Bidder shall not receive any remuneration in connection with the assignment except as provided in the Contract.
 - (b) Bidder 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. Bidder 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.
- ii. 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 percent) 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 percent) 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 Section 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: (aa) 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 (bb) Subject always to Sub-clause (aa) 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 (bb) 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) There is a conflict among the proposed project and other consulting assignments of the Bidder (including its personnel and Sub-consultant) and any subsidiaries or entities controlled by such Bidder or having common controlling shareholders. The duties of the Bidder will depend on the circumstances of each case. While providing consultancy services to the Bank for this particular assignment, Bidder shall not take up any assignment that by its nature will result in conflict with the present assignment; or
 - (g) A Bidder who has been engaged by the Bank to provide goods or works or services for a project, and its Members or Associates, will be disqualified from providing consulting services for the same project save and except as provided herein; conversely, a firm hired to provide consulting services for the preparation or implementation of a project, and its Members or Associates, will be disqualified from subsequently providing goods or works or services related to the same project.
- iii. 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 percent) 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.
- iv. A Bidder eventually appointed to provide consultancy services for this Project, and its Associates, shall be disqualified from subsequently providing goods or works or services related to the Project and any breach of this obligation shall be construed as Conflict of Interest; provided that the restriction herein shall not apply after a period of **5 (five) years**

from the completion of this assignment or to consulting assignments granted by the Bank at any time; provided further that this restriction shall not apply to consultancy / advisory services performed for the Bank in continuation of this Consultancy or to any subsequent consultancy / advisory services performed for the Bank in accordance with the respective RfP or proposals.

37. CODE OF INTEGRITY AND DEBARMENT/BANNING:

- 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 the Bid 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.
- ii. Bidders are obliged under Code of Integrity to Suo-moto proactively declare any conflicts of interest (pre-existing or as and as soon as these arise at any stage) in the RfP process or execution of Contract. Failure to do so would amount to violation of this Code of Integrity.
- iii. Any Bidder needs to declare any previous transgressions of such a Code of Integrity with any entity in any country during the last three years or of being debarred by any other procuring entity. Failure to do so would amount to violation of this Code of Integrity.
- iv. For the purposes of this clause, the following terms shall have the meaning hereinafter, respectively assigned to them:
 - (a) **'Corrupt practice'** means making offers, solicitation or acceptance of bribe, rewards or gifts or any material benefit, in exchange for an unfair advantage in the procurement process or to otherwise influence the procurement process or Contract execution.
 - (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 the RfP process or to secure a contract or in execution of the Contract.
 - (c) **'Coercive practice'** means harming or threatening to harm, persons or their property to influence their participation in the procurement process or affect the execution of the Contract.
 - (d) **'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.

- (e) **‘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;

v. Debarment/Banning

Empanelment/participation of Bidders and their eligibility to participate in the Bank’s procurements is subject to compliance with Code of Integrity and performance in contracts as per Terms and Conditions of contracts. Following grades of debarment from empanelment/participation in the Bank’s procurement process shall be considered against delinquent Vendors/Bidders:

(a) 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 empanelled 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.

(b) 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 empaneled, 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 empaneled vendors are:

- Without prejudice to the rights of the Bank under Clause 37(i) hereinabove, if a Bidder is found by the Bank to have directly or indirectly or through an Agent, engaged or indulged in any corrupt/fraudulent/coercive/undesirable or restrictive practices during the bidding Process, such Bidder shall not be eligible to participate in any EoI/RfP issued by the Bank during a period of 2 (two) years from the date 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 a 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.

(c) Banning from Ministry/Country-wide procurements:

For serious transgression of Code of Integrity, 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 / State Governments for a period not exceeding three years commencing from the date of debarment.

38. TERMINATION FOR DEFAULT:

- i. The Bank may, without prejudice to any other remedy for breach of Agreement, by written notice of not less than 14 (fourteen) days, terminate the Agreement in whole or in part:
 - (a) If Service Provider fails to deliver any or all the obligations within the time period specified in the RfP/Agreement, or any extension thereof granted by the Bank.
 - (b) If Service Provider fails to perform any other obligation(s) under the RfP/Agreement.
 - (c) Violations of any Terms and Conditions stipulated in the RfP.
 - (d) On happening of any termination event mentioned in the RfP/Agreement.

Prior to providing a written notice of termination to Service Provider under Clause 38 (i) (a) to 38 (i) (c), the Bank shall provide Service Provider with a written notice of 5 (five) days to cure such breach of Agreement. If the breach continues or remains unrectified after expiry of cure period, the Bank shall have right to initiate action in accordance with the above clause.

- ii. In the event the Bank terminates the Contract in whole or in part for the breaches attributable to Service Provider, the Bank may procure, upon such terms and in such manner as it deems appropriate, Services similar to those undelivered, and subject to limitation of liability clause of this RfP, Service Provider shall be liable to the Bank for any increase in cost for such similar Services. However, Service Provider shall continue performance of the Contract to the extent not terminated.
- iii. If the Contract is terminated under any termination clause, Service Provider shall handover all documents/executable/Bank's data or any other relevant information to the Bank in a timely manner and in a 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, Service Provider shall also support the Bank on technical queries/support on process implementation.
- 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.
- vi. In the event of failure of 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 arrangements for getting the Services contracted with another vendor. In such a 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 the Agreement 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, provided where transition services are required by the Bank or New Service Provider beyond the term of this Agreement, reasons for which are not attributable to Service Provider, payment shall be made to Service Provider for such additional period on the same rates and payment terms as specified in this Agreement. If the existing Service Provider is in breach of this obligation, they shall be liable for paying a penalty of 10% of the total Project Cost on demand to the Bank, which may be settled from the payment of invoices or Bank Guarantee for the contracted period or by invocation of Bank Guarantee.

39. FORCE MAJEURE:

- i. Notwithstanding the provisions of Terms and Conditions contained in this RfP, neither Party shall be liable for any delay in performing its obligations herein if and to the extent that such delay 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, quarantine restrictions, freight embargoes, declared general strikes in relevant industries, Vis Major, acts of Government in their sovereign capacity, impeding reasonable performance of Service Provider 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, Service Provider shall promptly notify the Bank in writing of such condition and the cause thereof. Unless otherwise directed by the Bank in writing, Service Provider 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 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 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 upto the date of the termination of the Agreement.

40. TERMINATION FOR INSOLVENCY:

The Bank may, at any time, terminate the Contract by giving written notice to Service Provider, if Service Provider becomes bankrupt or insolvent or any application for bankruptcy, insolvency or winding-up has been filed against it by any person. 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 accrued or will accrue thereafter to the Bank.

41. TERMINATION FOR CONVENIENCE:

- i. The Bank, by written notice of not less than 30 (thirty) days, may terminate the Contract, in whole or in part, for its convenience.
- ii. In the event of termination of the Agreement for the Bank's convenience, Service Provider shall be entitled to receive payment for the Services rendered (delivered) upto the effective date of termination.

42. DISPUTES RESOLUTION (APPLICABLE IN CASE OF SUCCESSFUL BIDDER ONLY):

- i. All disputes or differences whatsoever arising between the parties out of or in connection with the RfP and the Contract or in discharge of any obligation arising out of this RfP and the Contract (whether during the progress of work or after completion of such work and whether before or after the termination of the contract, abandonment or breach of the contract), shall

be settled amicably. If however, the parties are not able to solve them amicably within 30 (Thirty) days after the dispute occurs, as evidenced through the first written communication from any Party notifying the other regarding the disputes, the same shall be referred to and be subject to the jurisdiction of competent Civil Courts of Mumbai only. The Civil Courts in Mumbai, Maharashtra shall have exclusive jurisdiction in this regard.

43. GOVERNING LANGUAGE:

The governing language shall be English.

44. APPLICABLE LAW:

This RfP and the ensuing Contract, if any, shall be interpreted in accordance with the laws of the Union of India.

45. TAXES AND DUTIES:

- i. 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 Service Provider shall include all such taxes in the quoted price.
- ii. Prices quoted should be exclusive of all Central/State Government taxes/duties and levies, but inclusive of all Corporate Taxes. The quoted prices and taxes/duties and statutory levies such as GST, etc., should be specified in a separate sheet (**Appendix- F**).
- iii. Only specified taxes/ levies and duties in **Appendix-F** will be payable by the Bank on actuals upon production of original receipt, wherever required. If any specified taxes / levies and duties in **Appendix-F** are replaced by the new legislation of Government, the 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 **Appendix-F**.
- iv. Prices payable to Service Provider 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.
- v. 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 Service Provider. The Agreement/Contract would be stamped as per Maharashtra State Stamp Act, 1958, and any amendment thereto.

46. 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 Service Provider. 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 Service Provider from his responsibility to pay any tax that may be levied in India on income and profits made by the Service Provider in respect of this Contract.

- ii. Service Provider'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 Service Provider shall perform such duties in regard to such deductions thereof as may be imposed on him by such laws and regulations.

47. BID FEE:

Non-refundable Bid Fee should be enclosed by way of Pay Order/Demand Draft as mentioned in Schedule of Events with the Technical Bid. The Bids without Bid Fee will not be considered valid.

48. NOTICES:

Any notice given by one Party to the other pursuant to this Contract shall be sent to the other Party in writing or by e-Mail and confirmed in writing to other Party's address. The notice shall be effective when delivered or on the notice's effective date, whichever is later.

Part-II

Appendix –A

BID FORM/Covering Letter (TECHNICAL BID)

[On Company's letterhead]
(To be included in Technical Bid)

Date: _____

To:

General Manager (OSD)
State Bank of India,
Strategy & Digital Banking Vertical,
Corporate Centre,
3rd Floor, State Bank Bhawan,
Madam Cama Road, Mumbai – 400021

Dear Sir,

Ref.: RFP No. SBI/S&DB/2021-22/OSS/001 dated 5th January 2022

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.

i. While submitting this Bid, we certify that:

- The undersigned is authorized to sign on behalf of the Bidder and the necessary support document delegating this authority is enclosed to this letter.
- We declare that we are not in contravention of Conflict of Interest obligation mentioned in this RfP.
- Prices submitted by us have been arrived at without agreement with any other Bidder of this RfP for the purpose of restricting competition.
- The 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.
- We have quoted for all the Services/items mentioned in this RfP in our Price Bid.
- The rate quoted in the Price Bid is as per the RfP and subsequent Pre-bid clarifications/modifications/revisions furnished by the Bank, without any exception.

- ii. 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'.
- iii. 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.
- iv. 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.
- v. It is further certified that the contents of our Bid are factually correct. We have not sought any deviation to the Terms and Conditions of the RfP. We also accept that in the event of any information/data/particulars proving to be incorrect, the Bank will have right to disqualify us from the RfP without prejudice to any other rights available to the Bank.
- vi. We certify that while submitting our Bid document, we have not made any changes in the contents of the RfP document, read with its amendments/clarifications provided by the Bank.
- vii. We agree to abide by all the Terms and Conditions of the RfP, contents of Service Level Agreement as per template available at **Appendix-I** of this RfP and the rates quoted therein for the orders awarded by the Bank upto the period prescribed in the RfP, which shall remain binding upon us.
- viii. In case of declaration as successful Bidder on completion of the selection process, we undertake to complete the formalities as specified in this RfP.
- ix. Till execution of a formal contract, the RfP, along with the Bank's notification of award by way of issuance of Purchase / Work Order and our acceptance thereof, would be a binding contractual obligation on the Bank and us.
- x. We 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.
- xi. We hereby certify that our name does not appear in any 'Caution' list of RBI/IBA or any other regulatory body for outsourcing activity.
- xii. We hereby certify that as on the date of submission of Bid for this RfP, we do not have any past/present litigation which adversely affects our participation in this RfP, and/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.
- xiii. We certify that we have not been disqualified/debarred/terminated on account of poor or unsatisfactory performance and/or blacklisted by any Scheduled Commercial Bank/Public Sector

Undertaking/State or Central Government or their Agencies/Departments at any time, during the last 3 years.

- xiv. We hereby certify that as on the date of submission of Bid, we do not have any Service Level Agreement pending to be signed with the Bank for more than 6 months from the date of issue of Purchase Order.
- xv. We hereby certify that we have read the clauses contained in Ministry of Finance, (MoF), Department of Expenditure (DoE), Public Procurement Division (PPD) O.M. No. 6/18/2019-PPD dated 23.07.2020, Order (Public Procurement No. 1), Order (Public Procurement No. 2) dated 23.07.2020 and Order (Public Procurement No. 3) dated 24.07.2020 regarding restrictions on procurement from a Bidder of a country which shares a land border with India. We further certify that we are not from such a country, or if from a country, we have been registered with competent authority. We certify that we fulfil all the requirements in this regard and are eligible to participate in this RfP.
- xvi. 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.
- xvii. 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.
- xviii. We, further, hereby undertake and agree to abide by all the Terms and Conditions stipulated by the Bank in the RfP document.

Dated this day of 2022

(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.

Bidder's Eligibility Criteria

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

Sl. No.	Eligibility Criteria	Compliance (Yes/No)	Documents to be submitted
1	The Bidder must be a Company/LLP/Partnership Firm/ registered in India under applicable law.		A write up about the company / firm, its standing and past work done. (as per Exhibit I) Certificate of Incorporation issued by Registrar of Companies and full address of the Registered Office along with Memorandum & Articles of Association/Partnership Deed.
2	The Bidder must comply with the requirements contained in MoF, DoE, PPD 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.		Bidder should specifically certify to this effect in Appendix A and provide copy of Registration Certificate issued by Competent Authority, wherever applicable.
3	The Bidder must have gross annual turnover / revenue of minimum Rs.200 crores during the last 3 (three) Financial Year(s) i.e FY 2018-19, FY2019-20 and FY2020-21.		Copy of the Audited Financial Statements and/or Certificate from the Statutory Auditor for the last 3 (three) Financial Year(s).
4	The Bidder should be a profitable organization on the basis of Profit Before Tax (PBT) for at least 2 (two) out of the last 3 (three) Financial Years <i>mentioned in para 3 above</i>		Copy of the Audited Financial Statements along with Profit and Loss Statement for corresponding years and/or Certificate from the Statutory Auditor.
5	Bidder should have experience of minimum 5 years in providing Consultancy Services in India during which they should have provided such services to at least 2 Public Sector Banks / Private Banks in India having more than 500 Branches		Copy of the Order and/or Certificate of Completion of Work from the Client evidencing 5 years' experience. Client references and contact details (e-Mail/Landline/Mobile) of two Banks as stated under Eligibility Criteria for whom the Bidder has executed consultancy projects in India (Start and End Date of the Project to be mentioned) in the past.

			<p>Bidder should specifically confirm on their letterhead in this regard as per Appendix-L.</p> <p>The consultancy services provided will be acceptable only when the consultancy period is a minimum of 6 months for each project.</p>
6	<p>Past/present litigations, disputes, if any (Adverse litigations could result in disqualification, at the sole discretion of the Bank).</p>		<p>Brief details of litigations, disputes related to product/services being procured under this RfP or infringement of any third party Intellectual Property Rights by prospective Bidder/OEM or disputes among Bidder's Board of Directors, liquidation, bankruptcy, insolvency cases or cases for debarment/blacklisting for breach of contract/fraud/corrupt practices by any Scheduled Commercial Bank/Public Sector Undertaking/ State or Central Government or their Agencies/Departments or any such similar cases, if any, are to be provided on Company's letterhead.</p>
7	<p>Bidders should not be under debarment/blacklist period for breach of contract/fraud/corrupt practices by any Scheduled Commercial Bank/ Public Sector Undertaking/State or Central Government or their Agencies/Departments on the date of submission of bid for this RfP.</p> <p>Bidder should also not have been disqualified/debarred/terminated on account of poor or unsatisfactory performance and/or blacklisted by any Scheduled Commercial Bank/Public Sector Undertaking/State or Central Government or their Agencies/Departments at any time during the last 3 years.</p>		<p>Bidder should specifically certify in Appendix A in this regard. An authorized official's certificate to be counter signed by the Head of Compliance Department of the Entity.</p> <p>In case if the certificate is found incorrect in future the consultant would be subjected to debarment or blacklisting by the Bank at its discretion.</p>
8	<p>The Bidder should not have any Service Level Agreement pending to be signed</p>		<p>Bidder should specifically certify in Appendix A in this regard.</p>

	with the Bank for more than 6 months from the date of issue of Purchase Order.		
9	All bidders are required to submit an earnest bid deposit of Indian Rupees Ten lacs in their response to RFP.		Pay Order / Demand Draft, issued by a Scheduled Commercial Bank in India, drawn in favor of State Bank of India payable at Mumbai.
10	Non-refundable Bid Fee of Rs. 25,000/-		Pay Order / Demand Draft, issued by a Scheduled Commercial Bank in India, drawn in favor of State Bank of India payable at Mumbai.
11	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

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**.

Name & Signature of Authorised Signatory

Seal of the Company

Technical Evaluation Criteria

Bidder needs to score a minimum of **70 marks** in Technical Evaluation to be eligible for opening of Price Bid.

No.	Particulars	Criteria	Marks	Max. Marks
1	Experience and demonstrated capability in having executed/completed banking related consulting projects, with minimum duration of 6 months, with public sector banks/public sector financial institution/ private sector banks in India, as on 31.12.2021 (Exhibit I)	10 or more projects in last 5 years	25	25
		5 to 9 projects in last 5 years	20	
		2 to 4 projects in last 5 years	15	
2	Experience in providing consultancy services in setting up of a financial services company/operations support services company for a Central Govt. PSU FI/any Bank in India with Asset Base of more than Rs. 2 Lakh Crores as on 31.03.2021. Exhibit IV - This shall be assessed on the basis of documentary proof from concerned FI/Bank.	FI/Bank as mentioned alongside with Asset base of more than or equal to Rs. 8 Lakh Cr	20	20
		FI/Bank as mentioned alongside with Asset base of more than Rs. 5 Lakh Cr and less than 8 Lakh Cr	15	
		FI/Bank as mentioned alongside with Asset base of more than Rs. 2 Lakh Cr and less than 5 Lakh Cr	10	
3	<p>Quality of understanding of the scope of the engagement demonstrated in the response to the RFP. (Based on Presentation reflecting quality of understanding of scope)</p> <p>Approach, Methodology and Work-plan Completeness & robustness of approach and methodology demonstrated in the response to the RFP, outline of Activities/tasks/ initiatives / project planning with milestones and time frame for completion of different activities.</p> <p>1. Based on Documents - Part II - Appendix/Annexures/ Exhibits 2. Based on Presentation (Total time for presentation should not cross 45 minutes)</p>			25

4	<p>The bidder must have a team of professionals who are domain experts in providing consultancy services and the component of Team should continue till the completion of the project.</p> <p>The assessment will be based on the list of professionals offered (minimum 6 members) by the bidder, their qualifications and experience submitted with the bid and as per the capabilities shown in CV of Project Manager & Team and key resources assigned for handling the project</p> <p>Based on Documents- Exhibit II & III/CVs</p>	20							
5	<p>Earlier Engagement with SBI for consultancy projects during last 5 years.</p> <p>Number of SBI Engagements and works completed as on 31.12.2021. (Exhibit I)</p>	<table border="1"> <tr> <td data-bbox="1031 595 1182 689">5 & above projects</td> <td data-bbox="1182 595 1329 689">10</td> </tr> <tr> <td data-bbox="1031 689 1182 824">3 to 5 Projects</td> <td data-bbox="1182 689 1329 824">8</td> </tr> <tr> <td data-bbox="1031 824 1182 936">2 Projects</td> <td data-bbox="1182 824 1329 936">5</td> </tr> </table>	5 & above projects	10	3 to 5 Projects	8	2 Projects	5	10
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Total		100							

Documentary evidence must be furnished wherever applicable, 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**.

Bidder Details

Details of the Bidder:

Sl. No.	Particulars	Details
1	Name	
2	Date of Incorporation and/or commencement of business	
3	Presence in India since	
4	Certificate of Incorporation	
5	Headquarters	
6	Brief description of the Bidder including details of its main line of business. Details of each Partner / Director, as applicable, to be furnished.	
7	Size of the organisation & Number of employees	
8	Company Website URL	
9	Company PAN Number	
10	Company GSTIN Number	
11	Particulars of the Authorized Signatory of the Bidder a) Name b) Designation c) Address d) Phone Number (Landline) e) Mobile Number f) Fax Number g) e-Mail Address	
12	Details of experience of assignments (with measurable results) similar to the proposed assignment as per this RfP/ Select case examples of work done with Banks / BFSI players	
13	Project Management structure for the proposed project	
14	Profile of Project Management / Leadership Team	
15	List of 5 major clients and length of relationships	

Name & Signature of Authorised Signatory**Seal of the Company**

Scope of Work																
Sl. No.	Requirements	Scope of Work														
1	Description of Services	<table border="1"> <tr> <td>1</td> <td>The Bank proposes to set up an operations support subsidiary company (OSS) as per an In-principle approval received from RBI. Accordingly the consultant needs to study similar subsidiaries set up by other Indian banks and suggest adoption of best practices suitable to the Bank in alignment with extant RBI guidelines/regulations. The operations support subsidiary company is proposed to provide support services mainly for Agri/MSME/Other Micro loans, Data Entry operations, activities that can be undertaken as allowed for Business Correspondent etc., subject to RBI norms given vide 'Guidelines on Managing Risks and Code of Conduct in Outsourcing of Financial Services by banks' dated November 3, 2006 and 'Master Direction on Financial Services provided by Banks' dated May 26, 2016 (Updated as on August 10, 2021). 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		<ul style="list-style-type: none"> Support the Bank's Team in carrying out the groundwork for an expeditious launch of the OSS
		<p>8 Advising in Preparation & Submission of RBI Application for Final Approval covering, <i>inter-alia</i>, the following points:</p> <ul style="list-style-type: none"> Legal, Compliance, statutory requirements including support in arranging drafting of MoA, AoA of the OSS and Capital structure, for approval by RBI. Proposed Organisation Structure Any other matter required for the RBI Final Application & Approval Assist in submission of Application to set-up OSS to RBI
		<p>9 Receipt of RBI Approval in line with Bank's requirement</p> <ul style="list-style-type: none"> To support the Bank for providing necessary clarifications in the matter to RBI, if required till final approval from RBI is received
		<p>10 Guidance in Pre-Incorporation & Incorporation Activities <i>(Indicative Activities which are required to be completed beforehand)</i></p> <ul style="list-style-type: none"> Assisting in Drafting, preparing and finalising all documents in relation to the incorporation of OSS. Assisting in Filing application with MCA (Ministry of Corporate Affairs) for approval of name of the OSS Assisting in Incorporation of the OSS (Registration with MCA) / File application with RoC for Certificate of Incorporation Assisting in Drafting and Finalisation of Shareholders' Agreement / Investment Agreement / Other Agreements between the Bank & OSS Support the Bank in <ul style="list-style-type: none"> a. Identification of Joint Venture Partner for OSS (If so decided) b. Preparation of 'Arm's Length' Policy and Pricing Mechanism between Bank & OSS c. Finalisation of Structure of the OSS Board d. Finalisation of reporting structure and Control Points for OSS e. Create Metrics of Performance of the OSS f. Preparation of Risk, Compliance and Governance setup in the OSS g. Finalisation of methodology of sharing of data and other related information from Bank to OSS & vice versa Support in Identification/Selection of Key Managerial Personnel (KMP) for OSS Assist in setting up HR Systems Processes & Policies that are aligned with company values Suggest location of offices of the OSS Assist in Drafting & Finalisation of Policies and SOPs for various aspects & activities of OSS Advisory to the Bank in identifying Legal/Tax implications and compliances with regard to proposed capital structure / transactions between Bank & OSS Identification of all the requisite registrations, licenses, compliance requirements. Support to the Bank in Operationalising/Stabilising the outsourcing arrangement with OSS Any other formalities in this regard
2	Description of Deliverables	<p>As mentioned above under item Description of Services.</p> <p><i>The description of services is indicative and not exhaustive. As per banks requirement, any additional work relevant to the RFP can be added in the above Scope of Work and deliverables</i></p>

3	Term of the Project – Project Schedule; Milestones and delivery locations	<table border="1"> <thead> <tr> <th>Part</th> <th>Scope of Work</th> <th>Timelines</th> </tr> </thead> <tbody> <tr> <td>1</td> <td>The Bank proposes to set up an operations support subsidiary company (OSS) as per the in-principle approval received from RBI. Accordingly the consultant needs to study similar subsidiaries set up by other Indian banks and suggest adoption of best practices suitable to the Bank in alignment with extant RBI guidelines/regulations. The operations support subsidiary company is proposed to provide support services mainly for Agri/MSME/Other Micro loans, Data Entry operations, activities that can be undertaken as allowed for Business Correspondent etc., subject to RBI norms given vide 'Guidelines on Managing Risks and Code of Conduct in Outsourcing of Financial Services by banks' dated November 3, 2006 and 'Master Direction on Financial Services provided by Banks' dated May 26, 2016 (Updated as on August 10, 2021). The consultant should also suggest the future scope of expansion of activities for the OSS.</td> <td>Within 60 days from the date of SLA execution</td> </tr> <tr> <td>2</td> <td>Support in defining the scope of activities of the OSS in alignment with RBI guidelines in vogue</td> <td>Within 60 days from the date of SLA execution</td> </tr> <tr> <td>3</td> <td>Advising in identification of activities to be outsourced by the Bank to the OSS</td> <td>Within 60 days from the date of SLA execution</td> </tr> <tr> <td>4</td> <td>Suggesting the operating model for the OSS</td> <td>Within 120 days from the date of SLA execution</td> </tr> <tr> <td>5</td> <td>Suggesting Governance Model</td> <td>Within 120 days from the date of SLA execution</td> </tr> <tr> <td>6</td> <td>Advising in Business Plan</td> <td>Within 60 days from the date of SLA execution</td> </tr> <tr> <td>7</td> <td>Support for setting-up of the OSS</td> <td>Within 120 days from the date of SLA execution</td> </tr> <tr> <td>8</td> <td>Any other work required for RBI Final Approval. Advising in Preparation & Submission of RBI Application for Final Approval</td> <td>Within 60 days from the date of SLA execution</td> </tr> <tr> <td>9</td> <td>Receipt of RBI Approval in line with Bank's requirement</td> <td>Within 120 days from the date of SLA execution</td> </tr> <tr> <td>10</td> <td>Guidance in Pre-Incorporation & Incorporation Activities including Operationalising/ Stabilising the outsourcing arrangement with OSS</td> <td>Within 180 days from the date of SLA execution</td> </tr> </tbody> </table>	Part	Scope of Work	Timelines	1	The Bank proposes to set up an operations support subsidiary company (OSS) as per the in-principle approval received from RBI. Accordingly the consultant needs to study similar subsidiaries set up by other Indian banks and suggest adoption of best practices suitable to the Bank in alignment with extant RBI guidelines/regulations. The operations support subsidiary company is proposed to provide support services mainly for Agri/MSME/Other Micro loans, Data Entry operations, activities that can be undertaken as allowed for Business Correspondent etc., subject to RBI norms given vide 'Guidelines on Managing Risks and Code of Conduct in Outsourcing of Financial Services by banks' dated November 3, 2006 and 'Master Direction on Financial Services provided by Banks' dated May 26, 2016 (Updated as on August 10, 2021). The consultant should also suggest the future scope of expansion of activities for the OSS.	Within 60 days from the date of SLA execution	2	Support in defining the scope of activities of the OSS in alignment with RBI guidelines in vogue	Within 60 days from the date of SLA execution	3	Advising in identification of activities to be outsourced by the Bank to the OSS	Within 60 days from the date of SLA execution	4	Suggesting the operating model for the OSS	Within 120 days from the date of SLA execution	5	Suggesting Governance Model	Within 120 days from the date of SLA execution	6	Advising in Business Plan	Within 60 days from the date of SLA execution	7	Support for setting-up of the OSS	Within 120 days from the date of SLA execution	8	Any other work required for RBI Final Approval. Advising in Preparation & Submission of RBI Application for Final Approval	Within 60 days from the date of SLA execution	9	Receipt of RBI Approval in line with Bank's requirement	Within 120 days from the date of SLA execution	10	Guidance in Pre-Incorporation & Incorporation Activities including Operationalising/ Stabilising the outsourcing arrangement with OSS	Within 180 days from the date of SLA execution
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Price Bid

The Price Bid needs to contain the information listed hereunder and needs to be submitted in a sealed envelope bearing the identification – “Price Bid”

Name of the Bidder:

Sl. No.	Type of Services/ Items/Role <i>(As per Scope of Work)</i> <i>(Sl. Nos. 1 to 10)</i>	No. of Resources	Rate per item/per resource, etc., <i>(as applicable)</i>	Total amount in Rs.	Taxes in Rs.	Proportion to Total Cost (In percentage) #
1						
2						
3						
4						
	Total Cost *					

The ‘Proportion to Total Cost’ percentage mentioned here will have to be maintained in the final price quote also by the successful Bidder. The percentage should be mentioned in two decimal places. Variation in the final price should not exceed +/- 5%.

Breakup of Taxes and Duties (In Rupees)

Sl. No.	Name of Activity/Service <i>(As per Scope of Work)</i> <i>(Sl. Nos. 1 to 10)</i>	Tax 1	Tax 2	Tax 3
		Mention Name of Tax		
		GST%		
1				
2				
3				
Grand Total				

Name & Signature of Authorised Signatory

Seal of the Company

BANK GUARANTEE FORMAT
(To be stamped as an Agreement)

1. THIS BANK GUARANTEE AGREEMENT executed at _____this _____day of _____2022 by _____ (Name of the Bank) _____ having its Registered Office at _____and its Branch at _____ (hereinafter referred to as 'the Guarantor', which expression shall, unless it be repugnant to the subject, meaning or context thereof, be deemed to mean and include its successors and permitted assigns) IN FAVOUR OF State Bank of India, a Statutory Corporation constituted under the State Bank of India Act, 1955, having its Corporate Centre at State Bank Bhavan, Nariman Point, Mumbai, and one of its Offices at _____(procuring office address), hereinafter referred to as 'SBI' which expression shall, unless repugnant to the subject, context or meaning thereof, be deemed to mean and include its successors and assigns).

2. WHEREAS, M/s. _____, incorporated under _____ Act having its Registered Office at _____ and principal place of business 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 & assigns) has agreed to _____ (Name of Service) (hereinafter referred to as 'Services') to SBI in accordance with the Request for Proposal (RfP) No. **SBI/S&DB/2021-22/OSS/001 dated 5th January 2022**

3. WHEREAS, SBI has agreed to avail the Services from the Service Provider subject to the Terms and Conditions mentioned in the RfP.

4. WHEREAS, in accordance with the Terms and Conditions of the RfP/Purchase/Work Order/Agreement dated _____, Service Provider is required to furnish a Bank Guarantee for a sum of Rs. _____/- (Rupees _____ only) for due performance of the obligations of the Service Provider in providing the Services, in accordance with the RfP /Purchase Order/Agreement guaranteeing payment of the said amount of Rs. _____/- (Rupees _____ only) to SBI, if Service Provider fails to fulfill its obligations as agreed in RfP /Agreement.

5. WHEREAS, the Bank Guarantee is required to be valid for a total period of 24 months (initial period of 12 months + Claim Period of 12 months) and in the event of failure, on the part of the Service Provider, to fulfill any of its commitments / obligations under the RfP/Agreement, SBI shall be entitled to invoke the Guarantee. The Bank reserves the right to extend the validity of the BG by a further period of upto 12 months.

AND WHEREAS, the Guarantor, at the request of the Service Provider, agreed to issue, on behalf of the Service Provider, Guarantee as above, for an amount of Rs. _____/- (Rupees _____ only).

NOW THIS GUARANTEE WITNESSETH THAT

1. In consideration of SBI having agreed to entrust the Service Provider for rendering Services as mentioned in the RfP, we, the Guarantors, hereby unconditionally and irrevocably guarantee that the Service Provider shall fulfill its commitments and obligations in respect of providing the Services as mentioned in the RfP /Agreement and in the event of Service Provider failing to perform/fulfill its commitments / obligations in respect of providing Services as mentioned in the RfP /Agreement, we (the Guarantor) shall on demand(s), from time to time from SBI, without protest or demur or without reference to Service Provider and notwithstanding any contestation or existence of any dispute whatsoever between Service Provider and SBI, pay SBI forthwith the sums so demanded by SBI not exceeding Rs. _____/- (Rupees _____ only).
2. Any notice/communication/demand from SBI to the effect that Service Provider has failed to fulfill its commitments/obligations in respect of rendering the Services as mentioned in the Agreement, shall be conclusive, final & binding on the Guarantor and shall not be questioned by the Guarantor in or outside the court, tribunal, authority or arbitration as the case may be and all such demands shall be honoured by the Guarantor without any delay.
3. We (the Guarantor) confirm that our obligation to the SBI, under this Guarantee shall be independent of the agreement or other understandings, whatsoever, between the SBI and Service Provider.
4. This Guarantee shall not be revoked by us (the Guarantor) without prior consent in writing of the SBI.

WE (THE GUARANTOR) HEREBY FURTHER AGREE & DECLARE THAT:

- i. Any neglect or forbearance on the part of SBI to Service Provider or any indulgence of any kind shown by SBI to Service Provider or any change in the Terms and Conditions of the Agreement or the Services shall not, in any way, release or discharge the Bank from its liabilities under this Guarantee.
- ii. This Guarantee herein contained shall be distinct and independent and shall be enforceable against the Guarantor, notwithstanding any Guarantee or Security now or hereinafter held by SBI at its discretion.
- iii. This Guarantee shall not be affected by any infirmity or absence or irregularity in the execution of this Guarantee by and/or on behalf of the Guarantor or by merger or amalgamation or any change in the Constitution or name of the Guarantor.
- iv. The Guarantee shall not be affected by any change in the constitution of SBI or Service Provider or winding up/liquidation of Service Provider, whether voluntary or otherwise.

- v. This Guarantee shall be a continuing guarantee during its validity period.
- vi. This Guarantee shall remain in full force and effect for a period of 12 months + Claim Period of 12 months from the date of the issuance, i.e., upto _____. Unless a claim under this Guarantee is made against us on or before _____, all your rights under this Guarantee shall be forfeited and we shall be relieved and discharged from all liabilities thereunder.
- vii. This Guarantee shall be governed by Indian Laws and Courts in Mumbai, India, alone shall have the jurisdiction to try & entertain any dispute arising out of this Guarantee.

Notwithstanding anything contained hereinabove:

- i. Our liability under this Bank Guarantee shall not exceed Rs. _____/- (Rs. _____ only)
- ii. This Bank Guarantee shall be valid upto _____
- iii. We are liable to pay the guaranteed amount or any part thereof under this Bank Guarantee only and only if SBI serves upon us a written claim or demand on or before _____

**Yours faithfully,
For and on behalf of bank**

Authorised Official

Penalties

Penalty for non-completion of project as per timelines:

The project needs to be completed as per timelines mentioned under **Appendix E**, Point No. 3 'Term of the Project – Project Schedule; Milestones and delivery locations'. The delay due to non-provision of hardware, infrastructure services or any delay from the Bank will not be considered. The project will be monitored closely and penalty will be levied for delay.

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.

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. 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.

Resources should be made available to the Bank within 7 working days of SLA execution

Service Level Agreement

AGREEMENT FOR _____

BETWEEN

STATE BANK OF INDIA

AND

Date of Commencement _____

Date of Expiry _____

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4 Representations and Warranties

5 Responsibilities of the Bank

6 Responsibilities of Service Provider

7 Fees, Taxes, Duties and Payments

8 Intellectual Property Rights.....

9 Confidentiality

10 Relationship between the Parties

11 Sub-contracting

12 Liquidated Damages.....

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22 Contingency Plans & Continuity Arrangements.....

23 Force Majeure

24 Severability.....

25 Entire Agreement.....

26 Notice

27 Miscellaneous.....

Annexure A.....

Annexure B.....

Annexure C.....

Annexure D

This Agreement ('Agreement') is made at _____ (Place) on this _____ day of _____ 2022.

BETWEEN

State Bank of India, 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 _____ Dept., hereinafter referred to as '**SBI/the Bank**', which expression shall unless repugnant to the context or meaning thereof shall include its successors & assigns of the First Part;

AND

_____ a Private/Public Limited Company/LLP/Firm *<strike off whichever is not applicable>* established under the provisions of the Companies Act, 1956/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**', 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 of banking in India and overseas and is desirous of availing consultancy services for setting up and operationalizing an Operations Support Subsidiary company, and
- (ii) Service Provider is in the business of providing consultancy services and has agreed to provide the services as may be required by the Bank and detailed in the Request for Proposal (RfP) No. **SBI/S&DB/2021-22/OSS/001 dated 5th January 2022** issued by the Bank along with its clarifications/Addenda/Corrigenda, referred hereinafter as a 'RfP' and the same shall be part of this Agreement.

NOW THEREFORE, in consideration of the mutual covenants, Terms and Conditions and understandings set forth in this Agreement, the receipt and sufficiency of which is hereby acknowledged, the Parties, with the intent to be legally bound, hereby covenant and agree as follows:

1. DEFINITIONS AND INTERPRETATION

1.1 Definitions

Unless the context otherwise requires or unless otherwise defined or provided for herein, words and expressions shall have the same meaning as attributed to them in this Agreement. The capitalized terms used in this Agreement shall have the following meanings:

- 1.1.1 **'The Bank'** shall mean the State Bank of India (including Domestic Branches / Offices and Foreign Offices).
- 1.1.2 **'Confidential Information'** has the meaning set out in Section 9.
- 1.1.3 **'Consultancy Service(s)' or 'Service(s)'** means all services, Scope of Work and deliverables to be provided by the Consultant/Service Provider as described herein in the Agreement.
- 1.1.4 **'Deficiencies'** shall mean defects arising from non-conformity with the mutually agreed specifications and/or failure or non-conformity in the Scope of the Services.
- 1.1.5 **'Deliverables/Work Product'** shall mean all work product generated by the Consultant solely or jointly with others in the performance of the Services, including, but not limited to, any and all information, notes, reports, material, drawings, records, diagrams, formulae, processes, technology, firmware, software, know-how, designs, ideas, discoveries, inventions, improvements, copyrights, trademarks, trade secrets, etc.
- 1.1.6 **'Effective Date'** shall mean the date on which this Agreement takes effect.
- 1.1.7 **'Intellectual Property Rights'** shall mean and include (a) copyrights and all renewals thereof; (b) trademarks, trade names, service marks, service names, logos and corporate names, both primary and secondary, together with all goodwill associated therewith and including, without limitation, all translations, adaptations, combinations and derivations of each of the foregoing, (c) trade secrets and other confidential information (including proposals, financial and accounting data, business and marketing plans, customer and supplier lists and related information); (d) all other intellectual property, including but not limited to design rights, trade names, information technology, domain names; and (e) all registrations and applications for registration, extension or renewal filed anywhere in the world for each of the foregoing;

- 1.1.8 **'Total Project Cost'** means the price payable to Service Provider over the entire period of Agreement (i.e., Rs. _____ <in words>) for the full and proper performance of its contractual obligations.
- 1.1.9 **'Purchase Order (PO)' / 'Work Order'** shall mean PO No. _____ dated _____ issued to Service Provider.
- 1.1.10 **'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.
- 1.1.11 **'Request for Proposal (RfP)'** shall mean RfP No. **SBI/S&DB/2021-22/OSS/001 dated 5th January 2022** along with its clarifications/Addenda/Corrigenda issued by the Bank time to time.

1.2 INTERPRETATION

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 all other genders.
- 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 a technical sense in accordance with industrial practices.

2. COMMENCEMENT & TERM

2.1 This Agreement shall commence from its date of execution mentioned above/be deemed to have commenced from _____ (**Effective Date**).

2.2 This Agreement shall be in force for a period of 6 months from Effective Date, unless terminated by the Bank by notice in writing in accordance with the termination clauses of this Agreement.

2.3 The Bank shall have the right at its discretion to renew this Agreement in writing, for a further term of upto 6 months on mutually agreed Terms and Conditions.

2.4 Unless terminated earlier in accordance with this Agreement, the Agreement shall come to an end on completion of the term specified in the Agreement or on expiry of the renewed term.

3. SCOPE OF SERVICES

The scope and nature of the Services which Service Provider has to provide to the Bank is specified in **Annexure- A** of this Agreement.

4. REPRESENTATIONS AND WARRANTIES

4.1 Each of the Parties represents and warrants in relation to itself to the other that:

4.1.1 It has all requisite corporate power and authority to execute, deliver and perform its obligations under this Agreement and has been fully authorized through applicable corporate process to do so.

4.1.2 The person(s) signing this agreement on behalf of the Parties have the necessary authority and approval for execution of this document and to bind his/their respective organization for due performance as set out in this Agreement. It has all necessary statutory and

regulatory permissions, approvals and permits for the running and operation of its business.

- 4.1.3 It has full right, title and interest in and to all software, copyrights, trade names, trademarks, service marks, logos symbols and other proprietary marks (collectively 'IPR') (including appropriate limited right of use of those owned by any of its vendors, affiliates or sub-contractors) which it provides to the other Party, for use related to the services to be provided under this Agreement.
- 4.1.4 It will provide such co-operation as the other Party reasonably requests in order to give full effect to the provisions of this Agreement.
- 4.1.5 The execution and performance of this Agreement by either of the Parties does not and shall not violate any provision of any of the existing Agreement with any of the party and any other third party.

4.2 Additional Representation and Warranties by Service Provider

- 4.2.1 Service Provider shall perform the Services and carry out its obligations under the Agreement with due diligence, efficiency and economy, in accordance with generally accepted techniques and practices used in the industry and with professional standards recognized by international professional bodies and shall observe sound management practices. It shall employ appropriate advanced technology and safe and effective equipment, machinery, material and methods.
- 4.2.2 Service Provider has the requisite technical and other competence, sufficient, suitable, qualified and experienced manpower/personnel and expertise in providing the Services to the Bank.
- 4.2.3 Service Provider has valid and subsisting rights to all data, modules, components, designs, utilities, subsets, objects, programme listings, tools, models, methodologies, programmes, systems analysis frameworks, leading practices, and specifications sought to be used by it in relation to the provision of the Services.
- 4.2.4 Service Provider warrants that to the best of its knowledge, Services and Deliverables provided by Service Provider to the Bank do not violate or infringe any patent, copyright, trademarks, trade secrets or other Intellectual Property Rights of any third party.

- 4.2.5 Service Provider shall duly intimate to the Bank immediately, the changes, if any, in the constitution of Service Provider.
- 4.2.6 The team composition submitted in response to the RfP shall remain the same and shall not be altered later in any manner. The Bank will not consider substitution of professional staff during the Agreement period unless both Parties to the Agreement agree that undue delay makes such substitution unavoidable or for reasons such as death or medical incapacity or if the professional staff has left the organization. Any proposed substitute shall have equivalent or better qualifications and experience than the original candidate and be submitted by the Consultant within the period of time specified by the Bank. Such substitution shall only be effected with the prior written approval of the Bank.
- 4.2.7 Service Provider shall make all reasonable endeavors to provide the Services promptly and diligently, as provided under the terms of this Agreement. Service Provider also undertakes to make best efforts that no delays or disruption is caused in the execution or completion of the Services and that no additional costs are incurred by the Bank in relation to the Services. Service Provider agrees that it shall cause its Consultancy Team, including the Key Personnel, Professional Personnel and Support Personnel to strictly adhere to the project plans/Scope of Work and the standards.
- 4.2.8 Service Provider shall ensure that all persons, employees, workers and other individuals engaged by Service Provider or sub-contracted (if allowed) by Service Provider in rendering the services for this Agreement have undergone proper background check, police verification and other necessary due diligence checks to examine their antecedents and ensure their suitability for such engagement. No person shall be engaged by Service Provider unless such person is found to be suitable in such verification and Service Provider shall retain the records of such verification and shall produce the same to the Bank as when requested.

5. RESPONSIBILITIES OF THE BANK

- 5.1 The Bank shall designate a competent employee or employees, preferably within Senior Management, to be responsible for the completion of the Services contemplated under this Agreement and the supervision of the implementation of the Project Plan ('Nodal Officer').

- 5.2 The Nodal Officer shall assist Service Provider in coordinating meetings/workshops with the relevant Heads of Departments and escalate issues/delays to the appropriate Senior Management and such Project Representative shall be the Service Provider's primary point of contact for the purposes of this Agreement. All communications to Service Provider shall be made solely by the Nodal Officer, on behalf of the Bank.
- 5.3 The Bank shall actively participate in providing required inputs and assessments required by the Consultancy Team in providing the Services in terms of this Agreement and the implementation of the Project Plan and validate and provide its acceptance for all Reports on a timely basis, if such Reports are in a form and manner that is acceptable to the Bank.
- 5.4 The Bank shall provide Service Provider and the Consultancy Team access to relevant documents/manuals/records as may be reasonably requested and required by the Consultancy Team in relation to the provision of the Services contemplated in terms of this Agreement.

6. RESPONSIBILITIES OF SERVICE PROVIDER

- 6.1 Consultancy Team - For the purpose of the Services contemplated in terms of this Agreement and for the effective implementation of the project plan, Service Provider agrees and undertakes to nominate the following:
- 6.1.1 _____ 'Key Personnel', one of whom will be overall in-charge of the project and shall discharge his/her respective responsibilities. The Key Personnel should be working on the project from SBI location throughout the period of engagement; and
- 6.1.2 Another Key Person will act as the Manager in respect of the provision of the Services contemplated in terms of this Agreement and the implementation of the Project Plan. This Key Personnel shall also be working on the project from SBI location throughout the period of engagement.
- 6.1.3 In addition to Key Personnel, the Consultancy Team shall comprise of experts and specialists (the 'Professional Personnel') in their respective areas of expertise and Managerial/Support Staff (the 'Support Personnel') such that the Consultant should be able to complete the Consultancy within the specified time schedule.
- 6.2 A detailed list of all the members of the team, including the Key Personnel, Professional Personnel and Support Personnel ('**Consultancy Team**') is set out in **Annexure C** hereto.

6.3 Service Provider agrees and undertakes that all the Key Personnel will be available for the entire duration of the project. Save and except as provided in Clause 4.2.6, the Bank will not consider any request for substitution of any member of the Consultancy Team.

6.4 Service Provider for itself and on behalf of members of the Consultancy Team hereby agrees to abide by the confidentiality obligations as set forth in this Agreement.

7. FEES, TAXES DUTIES AND PAYMENTS

7.1 Service Provider shall be paid fees and charges in the manner detailed in hereunder, and the same shall be subject to deduction of Income Tax thereon wherever required under the provisions of the Income Tax Act by the Bank. The remittance of amounts so deducted and issuance of certificate for such deductions shall be made by the Bank as per the laws and regulations for the time being in force. Nothing in the Agreement shall relieve Service Provider from his responsibility to pay any tax that may be levied in India on income and profits made by the Service Provider in respect of this Agreement.

7.1.1 The Bank agrees to pay the fees as set out in **Annexure B ('Fees')** to Service Provider for the Services being rendered by it, in the manner set out in this Agreement.

7.1.2 The Parties agree that the Fees payable in respect of a stage shall be paid as per the detailed billing schedule set out in **Annexure B**.

7.1.3 The Parties agree that all Fees will be billed by and payable in Indian Rupees at Mumbai. The Bank will pay properly submitted valid invoices within reasonable period but not exceeding 30 (thirty) days after its receipt thereof.

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

- 7.2 All duties and taxes (excluding¹ _____ or any other tax imposed by the Government in lieu of the same), if any, which may be levied, shall be borne by Service Provider and the Bank shall not be liable for the same. _____ <insert tax payable by the Bank> or any other tax imposed by the Government in lieu of same shall be borne by the Bank on actual upon production of original receipt, wherever required.
- 7.3 All expenses, Stamp Duty and other charges/expenses in connection with execution of this Agreement shall be borne by Service Provider.

8. INTELLECTUAL PROPERTY RIGHTS

- 8.1 The Parties agree that all data or information supplied by the Bank to Service Provider and/or the Consultancy Team in connection with the provision of Services by it shall remain the property of the Bank or its licensors.
- 8.2 In respect of any licensed material used by Service Provider for performing Services or developing Work Product for the Bank, Service Provider should have right to use as well as right to license for the outsourced services. The Bank shall not be liable for any license or IPR violation on the part of Service Provider.
- 8.3 Subject to Clause 8.4 and 8.5 of this Agreement, Service Provider shall, at its own expenses without any limitation, indemnify and keep fully and effectively indemnified the Bank against all costs, claims, damages, demands, expenses and liabilities of whatsoever nature arising out of or in connection with all claims of infringement of Intellectual Property Rights, including patent, trademark, copyright, trade secret or industrial design rights of any third party arising from the Services or use of Work Product or any part thereof in India or abroad under this Agreement.
- 8.4 The Bank will give (a) notice to Service Provider of any such claim without delay/provide reasonable assistance to Service Provider in disposing of the claim; (b) sole authority to defend and settle such claim and; (c) will at no time admit to any liability for or express any intent to settle the claim provided that (i) Service Provider shall not partially settle any such claim without the written consent of the Bank, unless such settlement releases the Bank fully from such claim, (ii) Service Provider shall promptly provide the Bank with copies of all pleadings or similar documents relating to any such claim, (iii) Service Provider shall consult with the Bank with respect to the defence and settlement of any such claim, and (iv) in any litigation to which

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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.

- 8.5 Service Provider shall have no obligations with respect to any infringement claims to the extent that the infringement claim arises or results from: (i) Service Provider's compliance with the Bank's specific technical designs or instructions (except where Service Provider knew or should have known that such compliance was likely to result in an infringement claim and Service Provider did not inform the Bank of the same); or (ii) Any unauthorized modification or alteration of the Deliverables by the Bank.
- 8.6 All Work Product prepared by the Consultant in performing the Services shall become and remain the sole and exclusive property of the Bank and all Intellectual Property Rights in such Work Product shall vest with the Bank. Any Work Product, of which the ownership or the Intellectual Property Rights do not vest with the Bank under law, shall automatically stand assigned to the Bank as and when such Work Product is created, and the Consultant agrees to execute all papers and to perform such other acts as the Bank may deem necessary to secure its rights herein assigned by the Consultant. The Work Product shall not be used for any purpose other than intended under the Scope of Work, without prior written consent of the Bank.
- 8.7 In the event the Consultant integrates any work that was previously created by the Consultant into any Work Product, the Consultant shall grant to, and the Bank is hereby granted, a worldwide, royalty-free, perpetual, irrevocable license to utilize the incorporated items, including, but not limited to, any and all copyrights, patents, designs, trade secrets, trademarks or other Intellectual Property Rights, in connection with the Work Product.

9. CONFIDENTIALITY

- 9.1 For the purpose of this Agreement, Confidential Information shall mean (i) information of all kinds, whether oral, written or otherwise recorded or in electronic form including, without limitation, any analyses, compilations, forecasts, data, studies or other documents, regarding the past, current or future affairs, business, plans or operations of a Party to which the other Party will have access, (ii) the existence of the contemplated terms and the fact that discussions or negotiations are taking place or have taken place between the Parties concerning the contemplated terms, (iii) any and all information regarding the contemplated terms and any agreements that may be

entered into in relation thereto and (iv) any customer details or other data received by a Party from the other Party or its customer(s) or otherwise shared between the Parties in connection with the Service.

9.2 In consideration of each Party providing the other Party or its representatives with the Confidential Information, the Parties agree as follows:

9.2.1. Each Party shall keep confidential and shall not, directly or indirectly, disclose, except as provided in sub-clauses below, in any manner whatsoever, in whole or in part, the Confidential Information without the other Party's prior written consent.

9.2.2. Each Party shall hold the Confidential Information in confidence and shall exercise reasonable diligence in ensuring that the Confidential Information is not disclosed to third parties and will refrain from using the Confidential Information for any purpose whatsoever other than for the purposes of this Agreement or for the purpose for which such information is supplied.

9.2.3. Notwithstanding the above, each Party may reveal the Confidential Information to those of its representatives, those of its holding company and those of its subsidiaries who are involved in the negotiation or evaluation of the project, and shall procure and ensure that each of them complies with the obligation to keep the Confidential Information secret, Private and Confidential and strictly observes the terms of this Agreement.

9.2.4. The confidentiality obligation shall not apply to such portions of the Confidential Information which one of the Parties can demonstrate (i) are or become generally available to the public other than as a result of any breach of this Agreement, (ii) were in its possession on a non-confidential basis prior to the date hereof, (iii) have been rightfully received from a third party after the date hereof without restriction on disclosure and without breach of this Agreement, said third party being under no obligation of confidentiality to the other Party with respect to such Confidential Information, or is developed by the receiving party independently without any reference or use of disclosing party's Confidential Information.

9.2.5. In the event that a Party becomes legally compelled pursuant to any statutory or regulatory provision, Court or arbitral decision, Government Order, or Stock Exchange requirements to disclose any of the Confidential Information, the compelled Party, as far as possible will provide the other Party with prompt written notice to the extent not prohibited by law. In any case, the compelled Party will furnish only that portion of the Confidential Information which is legally

required and will exercise all reasonable efforts to obtain reliable assurance that confidential treatment will be accorded to the Confidential Information.

9.2.6. In the event of termination or expiry of this Agreement, each Party shall either (i) promptly destroy all copies of the written (including information in electronic form) Confidential Information in its possession or that of its representatives; or (ii) promptly deliver to the other Party at its own expense all copies of the written Confidential Information in its possession or that of its representatives, provided, however, each Party shall be permitted to retain one copy of the Confidential Information for the purposes of dispute resolution, compliance with regulatory agency or authority and internal compliance procedures, provided such copies being held are kept confidential.

9.2.7. By furnishing the Confidential Information, no Party makes an express or implied representation or warranty as to the accuracy or completeness of the Confidential Information that it has disclosed and each Party expressly disclaims any liability that may be based on the Confidential Information, errors therein or omissions therefrom, save in the case of fraud or wilful default.

9.3. Receiving Party undertakes to promptly notify Disclosing Party in writing any breach of obligation of the Agreement by its employees or representatives including confidentiality obligation. 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, to injunctive or equitable relief as may be deemed proper by a Court of competent jurisdiction.

9.4. Service Provider shall not, without the Bank's prior written consent, disclose the Agreement, or any provision thereof, or any specification, plan, drawing, pattern, sample or information furnished by or on behalf of the Bank in connection therewith, to any person other than a person employed by Service Provider in the Performance of the Contract. Disclosure to any such employed person shall be made in confidence and shall extend only so far, as may be necessary to purposes of such performance.

9.5. 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.

9.6. Any document received from the Bank shall remain the property of the Bank and subject to Clause 9.2.6 shall be returned (in all copies) to the Bank on completion of Service Provider's performance under the Agreement.

9.7. The foregoing obligations (collectively referred to as 'Confidentiality Obligations') set out in this Agreement shall survive the term of this Agreement and for a period of 5 (five) years thereafter provided Confidentiality Obligations with respect to individually identifiable information, customer's data of Parties or software in human-readable form (e.g., source code) shall survive in perpetuity.

10. RELATIONSHIP BETWEEN THE PARTIES

10.1 It is specifically agreed that Service Provider shall act as independent service provider and shall not be deemed to be the Agent of the Bank except in respect of the transactions/services which give rise to Principal - Agent relationship by express agreement between the Parties.

10.2 Neither Service Provider nor its employees, agents, representatives, Sub-Contractors shall hold out or represent as Agents of the Bank.

10.3 None of the employees, representatives or agents of Service Provider shall be entitled to claim permanent absorption or any other claim or benefit against the Bank.

10.4 This Agreement shall not be construed as Joint Venture. Each Party shall be responsible for all its obligations towards its respective employees. No employee of any of the two Parties shall claim to be employee of other Party.

10.5 All the obligations towards the employee(s) of a Party on account of personal accidents while working in the premises of the other Party shall remain with the respective employer and not on the Party in whose premises the accident occurred, unless such accidents occurred due to gross negligent act of the Party in whose premises the accident occurred.

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

11. SUB-CONTRACTING

As per the scope of this Agreement, sub-contracting is not permitted.

12. LIQUIDATED DAMAGES

If Service Provider fails to perform any or all the Services within the stipulated time, schedule as specified in this Agreement, the Bank may, without prejudice to its other remedies under the Agreement, and unless otherwise extension of time is agreed upon without the application of Liquidated Damages, deduct from the Project Cost, as Liquidated Damages, a sum equivalent to 0.5% of the total Project Cost for delay of each day or part thereof maximum upto 5% of total Project Cost. Once the maximum is reached, the Bank may consider termination of Agreement.

13. BANK GUARANTEE & PENALTY

- 13.1 Service Provider shall furnish performance security in the form of Bank Guarantee for an amount of Rs. _____ valid for a period of 12 months + Claim Period of 12 months from a Scheduled Commercial Bank other than State Bank of India in a format provided/approved by the Bank. The Bank Guarantee is required to protect the interests of the Bank against the risk of non-performance of Service Provider in respect of successful implementation of the project and/or failing to perform/fulfil its commitments/obligations in respect of providing Services as mentioned in this Agreement; or breach of any Terms and Conditions of the Agreement, which may warrant the invocation of Bank Guarantee. The Bank reserves the right to seek extension of the validity of the BG by a further period of upto 12 months.
- 13.2 Performance of the obligations under the Agreement shall be made by Service Provider in accordance with the time schedule specified in this Agreement.
- 13.3 Subject to Clause 21 of this Agreement, any unexcused delay by Service Provider in the performance of its Contract obligations shall render this Agreement to be terminated.
- 13.4 If at any time during the performance of the Contract, Service Provider should encounter unexpected conditions impeding timely completion of the Services under the Agreement and performance of the services, 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 Service Provider's notice, the Bank shall evaluate the situation and may at its discretion extend Service Provider's time for performance, in which case, the extension shall be ratified by the Parties by amendment of the Agreement.
- 13.5 Service Provider shall be liable to pay penalty at the rate mentioned in **Annexure D** in respect of any delay beyond the permitted period in providing the Services.

13.6 No penalty shall be levied in case of delay(s) in deliverables or performance of the contract for reasons solely and directly attributable to the Bank. On reaching the maximum of penalties specified, the Bank reserves the right to terminate the contract.

14. COMPLIANCE WITH LAWS:

14.1 Service Provider agrees and declares that it shall be the sole responsibility of Service Provider to comply with the provisions of all the applicable laws, concerning or in relation to rendering of Services by Service Provider as envisaged under this agreement.

14.2 Service Provider shall procure and maintain all necessary licenses, permissions, approvals from the relevant authorities under the applicable laws throughout the currency of this Agreement, required for performing the Services under this Agreement.

14.3 Service Provider shall be solely liable & responsible for compliance of applicable Labour Laws in respect of its employees, 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.

14.4 Service Provider shall cooperate fully with any legitimately provided/constituted body conducting inquiry into processing and execution of this Agreement/any other matter related with discharge of contractual obligations by Service Provider.

14.5 Service Provider confirms that it has full authority to enter into this Agreement and render the Services as envisaged under this Agreement and all Corporate or other necessary approvals have been obtained for entering into this Agreement with the Bank. Further, the persons executing this Agreement on behalf of Service Provider have full authority and power to execute this Agreement and bind Service Provider.

15. GOVERNING LAW AND DISPUTE RESOLUTION

15.1 Governing Law and Jurisdiction

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

16. GENERAL INDEMNITY

16.1 Service Provider agrees and hereby keeps the Bank indemnified against all claims, actions, loss, damages, costs, expenses, charges, including legal expenses (Attorney, Advocates fees included) which the Bank may suffer or incur on account of (i) Services Provider's breach of its warranties, covenants, responsibilities or obligations; or (ii) breach of confidentiality obligations mentioned in this Agreement; or (iii) any wilful misconduct and gross negligent acts on the part of employees, agents, representatives or sub-contractors (if allowed) of Service Provider. Service Provider agrees to make good the loss suffered by the Bank.

16.2 Service Provider shall be responsible for accuracy of the documents drafted and/or vetted and data collected by it directly or procured from other agencies/authorities, estimates and all other details prepared by it as part of its Services. Subject to the provisions of Clause 18, it shall indemnify the Bank against any inaccuracy in its work which might surface during implementation of the project, if such inaccuracy is the result of any negligence or inadequate due diligence on part of Service Provider or arises out of its failure to conform to good industry practice. Service Provider shall also be responsible for promptly correcting, at its own cost and risk, the documents including such inaccuracy.

17. CONFLICT OF INTEREST

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

17.2 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.

18. LIMITATION ON LIABILITY

18.1 The maximum aggregate liability of Service Provider, subject to Clause 18.3, in respect of any claims, losses, costs or damages arising out of or in connection with this Agreement shall not exceed the total Project Cost.

18.2 Under no circumstances shall either Party be liable for any indirect, consequential or incidental

losses, damages or claims including loss of profit, loss of business or revenue.

18.3 The limitations set forth in Clause 18.1 shall not apply with respect to:

- (i) Claims that are the subject of indemnification pursuant to Clause 8, i.e., infringement of third-party Intellectual Property Rights.
- (ii) Damage(s) occasioned by the Gross Negligence or Wilful Misconduct of Service Provider.
- (iii) Damage(s) occasioned by Service Provider for breach of Confidentiality Obligations mentioned under this Agreement.
- (iv) Regulatory or statutory fines imposed by a Government or Regulatory agency for non-compliance of statutory or regulatory guidelines applicable to the Bank, provided such guidelines were brought to the notice of Service Provider.

For the purpose of Clause 18.3 (ii) 'Gross Negligence' means any act or failure to act by a party which was in reckless disregard of or gross indifference to the obligation of the party under this Agreement and which causes injury, damage to life, personal safety, real property, harmful consequences to the other party, which such party knew, or would have known if it was acting as a reasonable person, would result from such act or failure to act for which such Party is legally liable. Notwithstanding the foregoing, Gross Negligence shall not include any action taken in good faith.

'Wilful Misconduct' means any act or failure to act with an intentional disregard of any provision of this Agreement, which a party knew or should have known if it was acting as a reasonable person, which would result in injury, damage to life, personal safety, real property, harmful consequences to the other party, but shall not include any error of judgment or mistake made in good faith.

19. POWER 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 hereinafter 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, as though the said variations occurred in the Agreement documents. If carrying out any suggested variations would, in the opinion of Service Provider, 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, as though the said variations occurred in the Agreement documents. If Bank confirms their instructions, Service Provider's obligations will be modified to such an extent as may be mutually agreed. If such variation involves extra cost, any agreed difference in cost occasioned by such variation shall be mutually agreed between the parties. In any case in which Service Provider has received instructions from the Bank as to the requirement of carrying out the altered or additional substituted work, which either then or later on, will in the opinion of Service Provider, involve a claim for additional payments, such additional payments shall be mutually agreed in line with the Terms and Conditions of the order.

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

20. RIGHT TO AUDIT

20.1 It is agreed by and between the parties that Service Provider shall be subject to annual audit by internal/external 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 and Services, etc., provided to the Bank and Service Provider shall submit such certification by such Auditors to the Bank. 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 Service Provider. Service Provider shall, whenever required by such Auditors, furnish all relevant information, records/data to them. All costs for such audit shall be borne by the Bank. Except for the audit done by Reserve Bank of India or any Statutory/Regulatory Authority, the Bank shall provide reasonable notice not less than 7 (seven) days to Service Provider before such audit and the same shall be conducted during normal business hours.

20.2 Where any Deficiency has been observed during audit of Service Provider on the risk parameters finalized by the Bank or in the certification submitted by the Auditors, it is agreed upon by Service Provider that it 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. It is also agreed that Service Provider shall provide certification of the auditor to the Bank regarding compliance of the observations made by the auditors covering the respective risk parameters against which such Deficiencies are observed.

20.3 Service Provider further agrees that whenever required by the Bank, it will 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 (ies). The Bank reserves the right to call for and/or retain any relevant information/audit reports on financial and security reviews with their findings undertaken by Service Provider. However, Service Provider shall not be obligated to provide records/data not related to Services under the Agreement (e.g., internal cost break-up, etc.).

21. TERMINATION

21.1 The Bank may, without prejudice to any other remedy for breach of Agreement, by written notice of not less than 14 (fourteen) days, terminate the Agreement in whole or in part:

- (i) If Service Provider fails to deliver any or all the obligations within the time period specified in the Agreement, or any extension thereof granted by the Bank.
- (ii) If Service Provider fails to perform any other obligation(s) under the Agreement.
- (iii) Violations of any Terms and Conditions stipulated in the RfP.
- (iv) On happening of any termination event mentioned hereinabove in this Agreement.

Prior to providing a written notice of termination to Service Provider under Clause 21.1 (i) to 21.1 (iii), the Bank shall provide Service Provider with a written notice of 5 (five) days to cure such breach of the Agreement. If the breach continues or remains unrectified after expiry of cure period, the Bank shall have right to initiate action in accordance with above clause.

21.2 The Bank, by written notice of not less than 30 (thirty) days, may terminate the Agreement, in whole or in part, for its convenience. In the event of termination of the Agreement for the Bank's convenience, Service Provider shall be entitled to receive payment for the Services rendered (delivered) upto the effective date of termination.

21.3 In the event the Bank terminates the Agreement in whole or in part for the breaches attributable to Service Provider, it may procure, upon such terms and in such manner as it deems appropriate, Services similar to those undelivered, and subject to Clause 18, Service Provider shall be liable to the Bank for any increase in cost for such similar Services. However, Service Provider shall continue performance of the Agreement to the extent not terminated.

21.4 The Bank shall have a right to terminate the Agreement immediately by giving a notice in writing to Service Provider in the following eventualities:

21.4.1 If any Receiver/Liquidator is appointed in connection with the business of Service Provider or Service Provider transfers substantial assets in favour of its creditors or any orders / directions are issued by

any Authority / Regulator which has the effect of suspension of the business of Service Provider.

21.4.2 If Service Provider applies to the Court or passes a resolution for voluntary winding up of or any other creditor/person files a petition for winding up or dissolution of Service Provider.

21.4.3 If any acts of commission or omission on the part of Service Provider or its agents, employees, Sub-Contractors or representatives, which in the reasonable opinion of the Bank tantamount to fraud or are prejudicial to the interest of the Bank or its employee(s).

21.4.4 Any document, information, data or statement submitted by Service Provider in response to RfP, based on which Service Provider was considered eligible or successful, is found to be false, incorrect or misleading.

21.4.5 In the event of termination of the Agreement for material breach, the Bank shall have the right to report such incident in accordance with the mandatory reporting obligations under the applicable law or regulations.

21.4.6 Upon termination or expiry 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 expiry; the obligation of confidentiality and indemnity; obligation of payment; Governing Law clause; Dispute resolution clause; and any right which a Party may have under the applicable law.

22. CONTINGENCY PLANS & CONTINUITY ARRANGEMENTS:

22.1 Service Provider shall arrange and ensure proper contingency plans to meet any unexpected obstruction to Service Provider or any employees or sub-contractors (if allowed) of Service Provider in rendering the Services or any part of the same under this Agreement to the Bank.

22.2 Service Provider agrees for the following continuity arrangements to ensure the business continuity of the Bank.

22.2.1 In the event of failure of 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 of 5 days to the existing Service Provider. The existing Service Provider shall continue to provide services as per the terms of the Agreement until a 'New Service Provider' completely takes over the work.

22.2.2 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, provided where transition services are required by the Bank or New Service Provider beyond the term of this Agreement, reasons for which are not attributable to Service Provider, payment shall be made to Service Provider for such additional period on the same rates and payment terms as specified in this Agreement. If existing vendor is found to be in breach of this obligation, they shall be liable for paying a penalty of Rs. _____ on demand to the Bank, which may be settled from the payment of invoices or bank guarantee for the contracted period.

23. FORCE MAJEURE

- 23.1 Notwithstanding anything else contained in the Agreement, neither Party shall be liable for any delay in performing its obligations herein if and to the extent that such delay is the result of an event of *Force Majeure*.
- 23.2 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, quarantine restrictions, freight embargoes, declared general strikes in relevant industries, Vis Major, acts of Government in their sovereign capacity, impeding reasonable performance of the Contractor 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*.
- 23.3 If a *Force Majeure* situation arises, Service Provider shall promptly notify the Bank in writing of such conditions, the cause thereof and the likely duration of the delay. Unless otherwise directed by the Bank in writing, Service Provider shall continue to perform its obligations under the Agreement as far as reasonably practical and shall seek all reasonable alternative means for performance not prevented by the *Force Majeure* event.
- 23.4 If the event of *Force Majeure* continues for a period more than 30 (thirty) days, either Party shall have the right to terminate this Agreement by giving a notice to other Party. Neither Party shall have any penal liability to the other in respect of the termination of this Agreement as a result of an event of *Force Majeure*. However, Service Provider shall be entitled to receive payments for all services actually rendered upto the date of the termination of this Agreement.

24. SEVERABILITY

If any part or any provision of this Agreement is or becomes illegal, invalid or unenforceable, that part or provision shall be ineffective to the extent of such invalidity or unenforceability only, without in any way affecting the validity or enforceability of the remaining parts of said provision or the remaining provisions of this Agreement. The Parties hereby agree to attempt to substitute any invalid or unenforceable provision with a valid or enforceable provision, which achieves to the greatest extent possible the economic, legal and commercial objectives of the invalid or unenforceable provision.

25. ENTIRE AGREEMENT

25.1 This Agreement constitutes the entire agreement between the Parties with respect to the subject matter hereof and supersedes all prior written agreements, undertakings, understandings and negotiations, both written and oral, between the Parties with respect to the subject matter of the Agreement, except which are expressly annexed or attached to this Agreement and saved by this Agreement. No representation, inducement, promise, understanding, condition or warranty not set forth herein has been made or relied upon by any Party hereto.

25.2 The following documents along with all addenda issued thereto shall be deemed to form and be read and construed as an integral part of this Agreement and in case of any contradiction between or among them, the priority in which a document would prevail over another would be as laid down below beginning from the highest priority to the lowest priority:

- i. This Agreement.
- ii. Annexure of Agreement.
- iii. Purchase / Work Order No. _____ dated _____; and
- iv. RfP

26. NOTICE

26.1 Any notice or any other communication required to be given under this Agreement shall be in writing and may be sent by e-Mail. Any such notice given as aforesaid shall be deemed to be served or received at the time upon delivery.



26.2 A notice shall be effective when it is delivered or on the effective date of the notice, whichever is later.

26.3 Address for communication to the Parties are as under:

26.3.1 Communication to the Bank:

26.3.2 Communication to Service Provider:

26.4 In case there is any change in the address of one party, it shall be promptly communicated in writing to the other party.

27. MISCELLANEOUS

27.1 Any provision of this Agreement may be amended or waived, if and only if, such amendment or waiver is in writing and signed, in the case of an amendment by each party, or in this case of a waiver, by the Party against whom the waiver is to be effective.

27.2 No failure or delay by any Party in exercising any right, power or privilege hereunder shall operate as a waiver thereof nor shall any single or partial exercise of any other right, power or privilege. The rights and remedies herein provided shall be cumulative and not exclusive of any rights or remedies provided by law.

27.3 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.

27.4 If this Agreement is signed in counterparts, each counterpart shall be deemed to be an original.



27.5 Service Provider shall not assign or transfer all or any of its rights, benefits or obligations under this Agreement without the approval of the Bank. The Bank may, at any time, assign or transfer all or any of its rights, benefits and obligations under this Agreement.

27.6 Service Provider agrees that it shall not use the logo, trademark, copyrights or other proprietary rights of the Bank in any advertisement or publicity materials or any other written communication with any other party, without the prior written consent of the Bank.

27.7 During the term of this Agreement and for one year thereafter, neither party shall (either directly or indirectly through a third party) employ, solicit to employ, cause to be solicited for the purpose of employment or offer employment to any employee/s or sub-contractor/s of the other party, or aid any third person to do so. However, nothing in this clause shall affect the Bank's regular recruitments as per its recruitment policy and which are not targeted to the employees of Service Provider.

27.8 Service Provider agrees that the Bank shall have the right to disclose the details of this Agreement and the details of Services covered herein to the Reserve Bank of India and Indian Banks Association.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be 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:

WITNESS:

1.

1.

2.

2.

ANNEXURE A

Service Provider's Scope of Work, Deliverables and Timelines

Part	Scope of work	Timelines
1	The Bank proposes to set up an operations support subsidiary company (OSS) as per the in-principle approval received from RBI. Accordingly the consultant needs to study similar subsidiaries set up by other Indian banks and suggest adoption of best practices suitable to the Bank in alignment with extant RBI guidelines/regulations. The operations support subsidiary company is proposed to provide support services mainly for Agri/MSME/Other Micro loans, Data Entry operations, activities that can be undertaken as allowed for Business Correspondent etc., subject to RBI norms given vide 'Guidelines on Managing Risks and Code of Conduct in Outsourcing of Financial Services by banks' dated November 3, 2006 and 'Master Direction on Financial Services provided by Banks' dated May 26, 2016 (Updated as on August 10, 2021). The consultant should also suggest the future scope of expansion of activities for the OSS.	Within 60 days from the date of SLA execution
2	Support in defining the scope of activities of the OSS in alignment with RBI guidelines in vogue	Within 60 days from the date of SLA execution
3	Advising in identification of activities to be outsourced by the Bank to the OSS	Within 60 days from the date of SLA execution
4	Suggesting the operating model for the OSS	Within 120 days from the date of SLA execution
5	Suggesting Governance Model	Within 120 days from the date of SLA execution
6	Advising in Business Plan	Within 60 days from the date of SLA execution
7	Support for setting-up of the OSS	Within 120 days from the date of SLA execution
8	Any other work required for RBI Final Approval. Advising In Preparation & Submission of RBI Application for Final Approval	Within 60 days from the date of SLA execution
9	Receipt of RBI Approval in line with Bank's requirement	Within 120 days from the date of SLA execution
10	Guidance in Pre-Incorporation & Incorporation Activities including Operationalising/ Stabilising the outsourcing arrangement with OSS	Within 180 days from the date of SLA execution

Fees

As full consideration to Service Provider for the performance of the Services under the Agreement, the Bank shall pay the sum of Rs. _____ plus applicable taxes as mentioned in the Agreement.

The schedule for Payment of the Services shall be as below:

Part	Scope of work	Timelines	Payment schedule
1	The Bank proposes to set up an operations support subsidiary company (OSS) as per the in-principle approval received from RBI. Accordingly the consultant needs to study similar subsidiaries set up by other Indian banks and suggest adoption of best practices suitable to the Bank in alignment with extant RBI guidelines/regulations. The operations support subsidiary company is proposed to provide support services mainly for Agri/MSME/Other Micro loans, Data Entry operations, activities that can be undertaken as allowed for Business Correspondent etc., subject to RBI norms given vide 'Guidelines on Managing Risks and Code of Conduct in Outsourcing of Financial Services by banks' dated November 3, 2006 and 'Master Direction on Financial Services provided by Banks' dated May 26, 2016 (Updated as on August 10, 2021). The consultant should also suggest the future scope of expansion of activities for the OSS.	Within 60 days from the date of SLA execution	30% on completion of Parts 1,2,3,6 & 8
2	Support in defining the scope of activities of the OSS in alignment with RBI guidelines in vogue	Within 60 days from the date of SLA execution	40% on completion of Parts 4,5,7 & 9
3	Advising in identification of activities to be outsourced by the Bank to the OSS	Within 60 days from the date of SLA execution	
4	Suggesting the operating model for the OSS	Within 120 days from the date of SLA execution	
5	Suggesting Governance Model	Within 120 days from the date of SLA execution	30% on completion of Part 10
6	Advising in Business Plan	Within 60 days from the date of SLA execution	
7	Support for setting-up of the OSS	Within 120 days from the date of SLA execution	
8	Any other work required for RBI Final Approval. Advising in Preparation & Submission of RBI Application for Final Approval	Within 60 days from the date of SLA execution	
9	Receipt of RBI Approval in line with Bank's requirement	Within 120 days from the date of SLA execution	
10	Guidance in Pre-Incorporation & Incorporation Activities including Operationalising/ Stabilising the outsourcing arrangement with OSS	Within 180 days from the date of SLA execution	



List of Members of the Consultancy Team

Sl. No.	Name	Designation	Role
Core Consultancy Team (Professional & Support Personnel)			
1			
2			
4			
5			
6			
7			
8			
9			
10			

Penalties

Penalty for non-completion of project as per timelines :

The project needs to be completed as per timelines mentioned under **Appendix E**, Point No. 3 'Term of the Project – Project Schedule; Milestones and delivery locations'. The delay due to non-provision of hardware, infrastructure services or any delay from the Bank will not be considered. The project will be monitored closely and penalty will be levied for delay.

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 liquidated 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.

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. 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.

Resources should be made available to the Bank within 7 working days of SLA execution

NON-DISCLOSURE AGREEMENT

THIS RECIPROCAL NON-DISCLOSURE AGREEMENT (the 'Agreement') is made at _____ between:

State Bank of India, 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 _____ Department (hereinafter referred to as 'Bank', which expression includes its successors and assigns) of the ONE PART;

and

_____ a Private/Public Limited Company/LLP/Firm *<strike off whichever is not applicable>* incorporated under the provisions of the Companies Act, 1956/ Limited Liability Partnership Act, 2008/Indian Partnership Act, 1932 *<strike off whichever is not applicable>*, having its Registered Office at _____ (hereinafter referred to as '_____', which expression shall unless repugnant to the subject or context thereof, shall mean and include its successors and permitted assigns) of the OTHER PART;

and whereas

1. _____ is carrying on business of providing _____, has agreed to _____ for the Bank and other related tasks.

2. For purposes of advancing their business relationship, the parties would need to disclose certain valuable confidential information to each other (the Party receiving the information being referred to as the 'Receiving Party' and the Party disclosing the information being referred to as the 'Disclosing Party'. 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:

- (a) '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. 'Confidential Information' includes, without limitation, information relating to developed, installed or purchased Disclosing Party software 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.
- (b) 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 free from any confidentiality obligations 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 and without confidentiality restrictions on use and disclosure; or (iv) is independently developed by Receiving Party.
- (c) '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

- (a) Each party shall treat as confidential the Contract and any and 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 'Covered Person' which term shall mean employees, contingent workers and professional advisers of a party 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, 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 Covered Person, sufficient to enable it to comply with all the provisions of this Agreement. If Service Provider appoints any Sub-Contractor (if allowed), then Service Provider may disclose confidential information to such Sub-Contractor subject to such Sub-Contractor giving the Bank an undertaking on similar terms to the provisions of this clause. Any breach of this Agreement by Receiving Party's Covered Person or Sub-Contractor shall also be construed as a breach of this Agreement by Receiving Party.

(b) Receiving Party may disclose Confidential Information in accordance with judicial or other Government Order to the intended recipients (as detailed in this clause), provided Receiving Party shall give Disclosing Party reasonable notice (provided not restricted by applicable laws) prior to such disclosure and shall comply with any applicable protective order or equivalent. The intended recipients for this purpose are:

- i. The Statutory Auditors of either party, and
- ii. Government or Regulatory Authorities regulating the affairs of the parties and inspectors and supervisory bodies thereof

(c) 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.

3. **Rights and Remedies**

(a) 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.

(b) 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.

(c) 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 (including but not limited to as listed below), to injunctive or equitable relief as may be deemed proper by a Court of competent jurisdiction:

- i. Suspension of access privileges
- ii. Change of personnel assigned to the job
- iii. Termination of contract

(d) 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**

(a) All Confidential Information and Confidential Materials are and shall remain the sole 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's patents, copyrights, trademarks, or trade secret information.

- (b) Confidential Information made available is provided 'As Is' and Disclosing Party disclaims all representations, conditions and warranties, express or implied, including, without limitation, representations, conditions or warranties of accuracy, completeness, performance, fitness for a particular purpose, satisfactory quality and merchantability provided same shall not be construed to include fraud or Wilful Default of Disclosing Party.
- (c) Neither party grants to the other party any license, by implication or otherwise, to use the Confidential Information, other than for the limited purpose of evaluating or advancing a business relationship between the parties, or any license rights whatsoever in any patent, copyright or other intellectual property rights pertaining to the Confidential Information.
- (d) 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.
- (e) 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 the 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.
- (f) This Agreement shall be governed by and be construed in accordance with the laws of Republic of India. The parties agree to submit to the exclusive jurisdiction of appropriate Court in Mumbai in connection with any dispute between the parties under the Agreement.
- (g) 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.
- (h) 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.
- (i) The Agreement shall be effective from _____ ('Effective Date') and shall be valid for a period of 6 months thereafter (the 'Agreement Term'). The foregoing obligations as to confidentiality shall survive the term of this Agreement and for a period of five (5) years thereafter, provided



confidentiality obligations with respect to individually identifiable information, customer’s data of Parties or software in human-readable form (e.g., Source Code) shall survive in perpetuity.

5. **Suggestions and Feedback**

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 Parties agree that all feedback is and shall be entirely voluntary and shall not in the absence of a 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 _____ (Month) 2022__ at _____(place)

For and on behalf of _____

Name		
Designation		
Place		
Signature		

For and on behalf of _____

Name		
Designation		
Place		
Signature		



Pre-Bid Query Format
(To be provided strictly in Excel format)

Sl. No.	RfP Page No.	RfP Clause No.	Query/Suggestions

Format for Submission of Client References

To whomsoever it may concern

Particulars	Details
Client Information	
Client Name	
Client address	
Name of the contact person and designation	
Phone number of the contact person	
e-Mail address of the contact person	
Project Details	
Name of the Project	
Start Date	
End Date	
Current Status (In Progress/Completed)	
Size of Project	
Value of Work Order (In lakhs INR)	

Name & Signature of Authorised Signatory

Seal of the Company

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 2022, 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 Strategy & Digital Banking Vertical (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 from the BIDDER 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/Vertical 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:

1. Commitments of the BUYER

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

2. Commitments of BIDDERS

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 precontract or post-contract stage in order to secure the contract or in furtherance to secure it and commit itself to the following:

- 2.1 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.
- 2.2 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

disfavor to any person in relation to the contract or any other contract with State Bank of India.

- 2.3 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.
- 2.4 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.
- 2.5 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.
- 2.6 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.
- 2.7 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.
- 2.8 The BIDDER will not accept any advantage in exchange for any corrupt practice, unfair means and illegal activities.
- 2.9 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.

The BIDDER commits to refrain from giving any complaint directly or through any other manner without supporting it with full and verifiable facts.

The BIDDER shall not instigate or cause to instigate any third person to commit any of the actions mentioned above.

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.

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 up to 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 therefor.
- 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).

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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 up to 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

Witness

1

1.

2

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.

Certificate for Tenders for Works under Rule 144 (xi) in the General Financial Rules (GFRs), 2017

To:

Date:

Dear Sir,

Ref: RFP No. _____ dated _____

Bidder Name:

We, _____ are a private/public limited company/LLP/Firm <strike off whichever is not applicable> incorporated under the provisions of the Companies Act, 1956/ Limited Liability Partnership Act 2008/ Indian Partnership Act 1932 <strike off whichever is not applicable>, having its registered office at hereinafter referred to as “Bidder/Seller” which expression shall mean and include, unless the context otherwise requires, its / his successors and permitted assigns.

This is to certify that we have read the clauses stated in 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. We certify that the Bidder is not from such a country or, if from such a country, has been registered with the Competent Authority and will not sub-contract any work to a contractor from such countries unless such contractor is registered with the Competent Authority. We hereby certify that we fulfill all requirements in this regard and is eligible to be considered.

We also accept that if such certificate given by the Bidder if our bid is accepted and is found to be false, this would be a ground for immediate termination and further legal action in accordance with law.

Signature and Seal of the Bidder

Note: Where applicable, evidence of valid registration by the Competent Authority shall be attached.

CONSULTANT'S ORGANISATION AND EXPERIENCE

A - Consultant Organisation

Provide here a brief one-page description of your firm/entity/organisation (professional/support personnel for this assignment.)

B - Consultant's Experience

Using the format below, provide information on each assignment for which your firm was legally contracted either individually as a corporate entity or as one of the major companies within an association, for carrying out consulting services.

Assignment name	
Name of Client and their registered office:	
Start date month/year:	
Completion date month/year:	
Narrative Description of Project/Nature of work:	
Description of actual services provided by your staff within the assignment:	

Note

- a. List of major contracts/engagements with SBI including nature of work, relationship, period of assignment etc. to be included here.**
- b. List only banking related consulting projects with minimum duration of 6 months with public sector banks/public sector financial institution/ private sector banks in India**

(Technical Evaluation Criteria No. 1 & 5 as per Appendix-C)



TEAM COMPOSITION AND TASK ASSIGNMENTS

Name	Firm	Area of expertise	Present position	Task proposed

(Technical Evaluation Criteria No. 4 as per Appendix-C)

Note: The proposed team shall be composed of experts and specialists (the ‘**Professional Personnel**’) in their respective areas of expertise and managerial/support staff (the ‘**Support Personnel**’) such that the Consultant should be able to complete the Consultancy within the specified time schedule. The Key Personnel shall be included in the proposed team of Professional Personnel. Other competent and experienced Professional Personnel in the relevant areas of expertise must be added as required for successful completion of this Consultancy. The CV of each such Professional Personnel, should also be submitted.

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 Staff [Insert full name]:
3. Date of Birth:
4. 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. Countries of Work Experience: [List countries where staff has worked in the last ten years]:
8. Languages [For each language indicate proficiency: good, fair, or poor in speaking, reading, and writing]:
9. 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.]:
10. Detailed Tasks Assigned.
11. Work Undertaken that Best Illustrates capability to Handle Tasks Assigned

Note: The Bank will examine the CVs of all Professional Personnel and those not found suitable shall be replaced by the Bidder to the satisfaction of the Bank.

(Technical Evaluation Criteria No. 4 as per Appendix-C)

A - Consultancy Experience in setting up of a financial services company/operations support services company for a Central Govt. PSU Financial Institution/any Bank in India with Asset Base of more than Rs. 2 Lakh Crores as on 31.03.2021.

Using the format below, provide information on each consultancy experience for which your firm, was legally contracted for carrying out consulting services within criteria mentioned above.

Assignment name	
Name of Client & their registered office:	
Name of Contact official and Mobile No.	
Asset Base of the Client in Rs. Lakh Crore as on 31.03.2021	
Start date month/year:	
Completion date month/year:	
Narrative Description of Project/Nature of work:	
Description of actual services provided by your staff within the assignment:	

(Technical Evaluation Criteria No. 2 as per Appendix-C)