



**REQUEST FOR PROPOSAL  
FOR EMPANELMENT OF AUTOMATIC FARE COLLECTION SYSTEM  
PARTNERS FOR TRANSIT PROJECTS**

**Ref: SBI/TB-S&SP/SR/2023-24/002, dated 25.05.2023**

***STATE BANK OF INDIA  
TRANSACTION BANKING – SOLUTIONS & SPECIAL PROJECTS  
CORPORATE CENTRE  
MUMBAI-400 021***

### SCHEDULE OF EVENTS

Sl No	Particulars	Remarks
1	Contact details of issuing department (Name, Designation, Mobile No., Email and office address for sending any kind of correspondence regarding this RFP)	Name: Shri Paramjeet Singh Sodhi Designation: DGM (Projects) Email ID: <a href="mailto:dgmprojects.dtb@sbi.co.in">dgmprojects.dtb@sbi.co.in</a> ; <a href="mailto:mgr2smartcity.dtb@sbi.co.in">mgr2smartcity.dtb@sbi.co.in</a> ;  Contact Address: State Bank of India, 2 <sup>nd</sup> Floor, Mafatlal Centre, Nariman point, Mumbai 400 021  Contact Number: +91 81413 08525
2	Bid Document Availability including changes/amendments, if any, to be issued	RFP may be downloaded from Bank's website <a href="https://bank.sbi">https://bank.sbi</a> procurement news from 25.05.2023 to 23.06.2023 (upto 1500 Hrs.)
3	Last date for requesting clarification	Upto 1700 Hrs. on 30.05.2023 All communications regarding points / queries requiring clarifications shall be given in writing or by e-mail.
4	Pre - bid Meeting	From 1530 Hrs. to 1630 Hrs. on 02.06.2023 through online meeting (interested bidders to share their mail id)
5	Clarifications to queries raised at pre-bid meeting will be provided by the Bank.	On 05.06.2023
6	Last date and time for Bid submission	Upto 1500 Hrs. on 23.06.2023
7	Address for submission of Bids	Online through <a href="https://etender.sbi/SBI">https://etender.sbi/SBI</a>
8	Date and Time of opening of Technical Bids	1600 Hrs. on 23.06.2023  Authorized representatives of Bidders may be present online during opening of the Technical Bids. However,

		Technical Bids shall be opened even in the absence of any or all of the Bidder representatives.									
9	Tender Fee	Rs. 25,000/- (Rs. Twenty-Five Thousand only). Amount shall be deposited in: A/c No: 10768099503 IFSC: SBIN0008586 Account Name: SBI Central Office OMD A/c Tender fee will be non-refundable.									
12	Earnest Money Deposit	Rs. 5,00,000/- (Rs. Five Lakh only) <b>Amount should be deposited in:</b> A/c No: 10768099503 IFSC: SBIN0008586 Account Name: SBI Central Office OMD A/c <b>Bidder should deposit EMD and Tender Fee separately.</b>									
13	Bank Guarantee	Rs. 5 lakhs	Performance Security in form of BG should be valid for 3 year(s) and three months from the effective date of the Contract.								
14	Contact details of e-Procurement agency appointed for e-procurement	Name: e-procurement Technologies Limited <table border="1"> <thead> <tr> <th>Name</th> <th>Mobile No.</th> </tr> </thead> <tbody> <tr> <td>Fahad Khan Fahad@eptl.in</td> <td>9904406300</td> </tr> <tr> <td>Shaikh Nasruddin shaikh@eptl.in</td> <td>9510812960</td> </tr> <tr> <td>Hardik Gadge hardik.gadge@eptl.in</td> <td>9265562821</td> </tr> </tbody> </table>		Name	Mobile No.	Fahad Khan Fahad@eptl.in	9904406300	Shaikh Nasruddin shaikh@eptl.in	9510812960	Hardik Gadge hardik.gadge@eptl.in	9265562821
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## 1. INVITATION TO BID:

- i. **State Bank of India** (herein after referred to as ‘**SBI/the Bank**’), having its Corporate Centre at Mumbai, various other offices (LHOs/ Head Offices /Zonal Offices/Global Link Services, Global IT Centre, foreign offices etc.) of State Bank of India, branches/other offices, Subsidiaries and Joint Ventures available at various locations and managed by the Bank (collectively referred to as **State Bank Group** or ‘**SBG**’ hereinafter). This Request for Proposal (RFP) has been issued by **the Bank** on behalf of **SBG** for empanelment of Automatic Fare Collection System (AFCS) partners for Transit Projects.
- ii. In order to meet the Solution/ service requirements, the Bank proposes to invite online Bids from eligible Bidders as per details/scope of work mentioned in the **Appendix** related to the Eligibility Criteria and Scope of Work of this RFP document.
- iii. Bidder shall mean any entity (i.e., juristic person) who meets the eligibility criteria given in **the Appendix** related to the Eligibility Criteria of this RFP and willing to provide the Solution/ service 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.
- iv. Address for submission of online Bids, contact details including email address for sending communications are given in Schedule of Events of this RFP.
- v. The purpose of SBI behind this RFP is to seek a detailed technical proposal for procurement of the Solution/ service desired in this RFP. The proposed Solution/ service must integrate with Bank’s existing infrastructure seamlessly.
- vi. This RFP document shall not be transferred, reproduced, or otherwise used for purpose other than for which it is specifically issued.
- vii. Interested Bidders are advised to go through the entire RFP before submission of online Bids to avoid any chance of elimination. The eligible Bidders desirous of taking up the project for supply of proposed Solution/ service for SBI are invited to submit their technical proposal in response to this RFP. The criteria and the actual process of evaluation of the responses to this RFP and subsequent selection of the successful Bidder will be entirely at Bank’s discretion. This RFP seeks proposal from Bidders who have the necessary experience, capability & expertise to provide

SBI the proposed Solution/ service adhering to 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/email 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 preparation of their Bid proposals. This RFP does not claim to contain all the information each Bidder may require. Each Bidder should conduct its own investigations and analysis and should check the accuracy, reliability and completeness of the information contained in this RFP and where necessary obtain independent advices/clarifications. Bank may in 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 information required under this RFP or to submit a Bid not substantially responsive to this RFP in all respect 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 letter for empanelment and/or its acceptance thereof by the successful Bidder as defined in Award Criteria and Award of Contract in this RFP.

### 3. DEFINITIONS:

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

- i. **“The Bank”** ‘means the State Bank of India (including domestic branches and foreign offices), Subsidiaries and Joint Ventures, where the Bank has ownership of more than 50% of voting securities or the power to direct the management and policies of such Subsidiaries and Joint Ventures.
- ii. **“Bidder/Channel Partner”** means an eligible entity/firm submitting the Bid in response to this RFP.
- iii. **“Bid”** means the written reply or submission of response to this RFP.
- iv. **“The Contract/ Agreement”** means the agreement entered into between the Bank and Service Provider, as recorded in the Contract Form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein.
- v. **“Purchase Order Value”** means the total price agreed to be paid to Vendor under the respective Purchase Order, which may be issued by the Bank in pursuant to RFQ from time to time during the empanelment contract period.
- vi. **“Vendor/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 as an eligible Bidder for the empanelment as per the selection criteria set out in the RFP and to whom notification of award has been given by the Bank.
- vii. **Solution/ Services/ System – “Solution” or “Services” or “System”** means all software products, services, scope of work and deliverables to be provided by a Bidder as described in the RFP/ RFQ and include services ancillary to the development of the solution, such as installation, commissioning, integration with existing systems, provision of technical assistance, training, certifications, auditing and other obligation of Service Provider covered under the RFP and the subsequent RFQ floated by the Bank.



viii. **Annual Maintenance Contract (AMC)** - It would be the annual cost of maintenance of Solution / Service to be quoted by empaneled bidder in response to the RFQs for different projects.

ix. **Client or Project Owner** means the organization/authority which had onboarded the Bidder or is currently associated with the Bidder to provide the services or solutions in the transit projects.

#### 4. SCOPE OF WORK:

As given in the **Appendix** related to the Scope of the Work of this document. The Bank may, at its sole discretion, provide remote access to its information technology system to IT Service Provider through secured Virtual Private Network (VPN) in order to facilitate the performance of IT Services. Such remote access to the Bank's information technology system shall be subject to the following:

- i. Service Provider shall ensure that the remote access to the Bank's VPN is performed through a laptop/desktop ("Device") specially allotted for that purpose by the Service Provider and not through any other private or public Device.
- ii. Service Provider shall ensure that only its authorized employees/representatives access the Device.
- iii. Service Provider shall be required to get the Device hardened/configured as per the Bank's prevailing standards and policy.
- iv. Service Provider and/or its employee/representative shall be required to furnish an undertaking and/or information security declaration on the Bank's prescribed format before such remote access is provided by the Bank.
- v. Service Provider shall ensure that services are performed in a physically protected and secure environment which ensures confidentiality and integrity of the Bank's data and artefacts, including but not limited to information (on customer, account, transactions, users, usage, staff, etc.), architecture (information, data, network, application, security, etc.), programming codes, access configurations, parameter settings, executable files, etc., which the Bank representative may inspect. Service Provider shall facilitate and/ or handover the Device to the Bank or its authorized representative for investigation and/or forensic audit.

- vi. Service Provider shall be responsible for protecting its network and subnetworks, from which remote access to the Bank's network is performed, effectively against unauthorized access, malware, malicious code and other threats in order to ensure the Bank's information technology system is not compromised in the course of using remote access facility.

## 5. ELIGIBILITY AND TECHNICAL CRITERIA:

- i. Bid is open to all Bidders who meet the eligibility and technical criteria as given in **Appendixes** of this document. The Bidder has to submit the documents substantiating eligibility criteria as mentioned in this RFP document.
  - (a) If any Bidder submits Bid on behalf of Principal/OEM, the same Bidder shall not submit a Bid on behalf of another Principal/OEM under the RFP. Bid submitted with option of multiple OEMs shall also be considered bid submitted on behalf of multiple OEM.
  - (b) Either the Bidder on behalf of Principal/OEM or Principal/OEM itself is allowed to Bid, however both cannot Bid simultaneously.
- ii. The Bidder shall also submit **PRE-CONTRACT INTEGRITY PACT** along with technical Bid as prescribed in **Appendix** 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.

## 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** at the address/by e-mail within the date/time mentioned in the Schedule of Events.

- ii. A pre-Bid meeting will be held online on the date and time specified in the Schedule of Events 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.
- iv. The Bank reserves the right to amend, rescind or reissue the RFP, at any time prior to the deadline for submission of Bids. The Bank, for any reason, whether, on its own initiative or in response to a clarification requested by a prospective Bidder, may modify the RFP, by amendment which will be made available to the Bidders by way of corrigendum/addendum. The interested parties/Bidders are advised to check the Bank's website regularly till the date of submission of Bid document specified in the Schedule of Events/email and ensure that clarifications / amendments issued by the Bank, if any, have been taken into consideration before submitting the Bid. Such amendments/clarifications, if any, issued by the Bank will be binding on the participating Bidders. Bank will not take any responsibility for any such omissions by the Bidder. 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 addresses in this RFP or any addenda/corrigenda or clarifications issued in connection thereto.
- v. No request for change in the tender fees /EMD /PBG /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/analyze 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 supplied solely as guidelines for Bidders.

- iii. The Bid prepared by the Bidder, as well as all correspondences and documents relating to the Bid exchanged by the Bidder and the Bank and supporting documents and printed literature shall be submitted in English.
- iv. The information 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 document 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 directly credited to the designated account as mentioned in Schedule of Events. Proof of remittance of EMD in the designated account should be enclosed with the technical bid.  
If EMD is directly credited to designated account, proof of remittance of EMD in the designated account should be enclosed with the technical bid. However, if EMD is in form of Bank Guarantee, scanned copy of original EMD Bank Guarantee should be uploaded on portal of e-Procurement agency along with technical bid. Original EMD Bank Guarantee should be delivered through registered post/courier or given in person to the Bank at the address specified in Schedule of Event Sl. No. 1, within the bid submission date and time for the RFP.
- iv. 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.
- v. The EMD of the unsuccessful Bidder(s) would be refunded/returned by the Bank within 2 weeks of the Bidder being notified as being unsuccessful.
- vi. Subject to the other terms and conditions of the RFP, the EMD of successful Bidder will be discharged after signing of empanelment SLA.
- vii. No interest is payable on EMD.
- viii. 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 technically qualified Bidder do not participate in the auction by not logging in, in the reverse auction tool; or
  - (c) 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
  - (d) 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.
- ix. 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.

#### **10. BID PREPARATION AND SUBMISSION:**

- i. The Bid is to be submitted on portal of e-Procurement agency in response to the **RFP No. SBI/TB-S&SP/SR/2023-24/002, dated 25.05.2023** Documents mentioned below are to be uploaded on portal of e-Procurement agency with digital signature of authorised signatory:
- (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** as mentioned in the RFP on Bidder's letter head.
  - (c) Proof of remittance of EMD and Tender Fee as specified in this document. In case, EMD is submitted in form of BG, scanned copy of original BG should be uploaded subject to compliance of requirement mentioned in clause no 9.
  - (d) Specific response with supporting documents in respect of Eligibility Criteria and technical eligibility criteria on the lines of **Appendices** as mentioned in the RFP.
  - (e) Bidder's details as per **Appendix** on Bidder's letter head.
  - (f) Audited financial statement and profit and loss account statement as mentioned in Part-II.

- (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) If applicable, copy of registration certificate issued by competent authority as mentioned in Sl. No. 2 of Appendix related to Eligibility Criteria.

**ii. Bidders may please note:**

- (a) The Bidder shall quote for the entire package on a single responsibility basis for Services it proposes to provide.
- (b) While submitting the Technical Bid, literature on the Services shall be segregated and kept together in one section.
- (c) Care shall be taken that the Technical Bid shall not contain any price information. Such proposal, if received, will be rejected.
- (d) The Bid document shall be complete in accordance with various clauses of the RFP document, or any addenda/corrigenda or clarifications issued in connection thereto, duly signed by the authorized representative of the Bidder. Board resolution authorizing representative to Bid and make commitments on behalf of the Bidder is to be attached.
- (e) It is mandatory for all the Bidders to have class-III Digital Signature Certificate (DSC) (in the name of person who will sign the Bid) from any of the licensed certifying agency to participate in this RFP. DSC shall be in the name of the authorized signatory. It shall be in corporate capacity (that is in Bidder capacity).
- (f) Bids are liable to be rejected if the Technical Bid received is incomplete.
- (g) If deemed necessary, the Bank may seek clarifications on any aspect from the Bidder. However, that would not entitle the Bidder to change or cause any change in the substances of the Bid already submitted.
- (h) The Bidder may also be asked to give presentation for the purpose of clarification of the Bid.
- (i) The Bidder must provide specific and factual replies to the points raised in the RFP.

- (j) The Bid shall be typed or written and shall be digitally signed by the Bidder or a person or persons duly authorized to bind the Bidder to the Contract.
- (k) All the enclosures (Bid submission) shall be serially numbered.
- (l) Bidder(s) should prepare and submit their online 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 the difficulties faced by the Bidder(s) during the submission of online Bids.
- (m) Bidder(s) should ensure that the Bid documents submitted 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.
- (n) The Bank reserves the right to reject Bids not conforming to above.

#### **11. DEADLINE FOR SUBMISSION OF BIDS:**

- i. Bids must be submitted online on portal of e-Procurement agency by the date and time mentioned in the “Schedule of Events”.
- ii. The Bidder shall submit the Pre-Contract Integrity Pact along-with the “Technical Bid” submission at the time of RFQ. In addition, the last date for bid submission should be indicated on the right and corner of the Pre-Contract Integrity Pact.
- iii. In case the Bank extends the scheduled date of submission of Bid document, the Bids shall be submitted by the time and date rescheduled. All rights and obligations of the Bank and Bidders will remain the same.
- iv. Any Bid received after the deadline for submission of Bids prescribed, will be rejected and returned unopened to the Bidder.

#### **12. MODIFICATION AND WITHDRAWAL OF BIDS:**

- i. The Bidder may modify or withdraw its Bid after the Bid’s submission, provided modification, including substitution or withdrawal of the Bids, is received on e-procurement portal, 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 expiration 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.

**13. PERIOD OF BID VALIDITY:**

- i. Bid shall remain valid for duration of 6 calendar months from Bid submission date.
- ii. 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 will not entitle the Bidder to revise/modify the Bid document.

**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 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/OPENING OF TECHNICAL BIDS:**

- i. All the technical Bids received up to the specified time and date will be opened for initial evaluation on the time and date mentioned in the schedule of events. The technical Bids will be opened in the presence of representatives of the Bidders who choose to attend the same on portal of e-Procurement agency. However, Bids may be opened even in the absence of representatives of one or more of the Bidders.
- ii. Bids of such Bidders satisfying eligibility criteria and agree to comply with all the terms and conditions specified in the RFP will be evaluated for technical criteria/specifications/eligibility. Only those Bids complied with technical criteria shall become eligible for offer of empanelment.
- iii. The Bank will examine the Bids to determine whether they are complete, required formats have been furnished, the documents have been properly signed, EMD and Tender Fee for the desired amount and validity period is available and the Bids are generally in order. The Bank may, at its discretion waive any minor non-conformity or irregularity in a Bid which does not constitute a material deviation.



- iv. 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.
- v. The Bank's determination of a Bid's responsiveness will be based on the contents of the Bid itself, without recourse to extrinsic evidence.
- vi. After opening of the technical Bids and preliminary evaluation, some or all the Bidders may be asked to make presentations on the Solutions/services proposed to be offered by them.
- vii. If a Bid is not responsive, it will be rejected by the Bank and will not subsequently be made responsive by the Bidder by correction of the non-conformity.

#### **16. TECHNICAL EVALUATION:**

- i. Technical evaluation will include technical information submitted as per technical Bid format, demonstration of proposed Solution/services, reference calls and site visits, wherever required. The Bidder may highlight the noteworthy/superior features of their Solution/ services. The Bidder will demonstrate/substantiate all claims made in the technical Bid along with supporting documents to the Bank, the capability of the Solution/ services to support all the required functionalities at their cost in their lab or those at other organizations where similar Solution/ services is in use.
- ii. 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 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.

#### **17. CONTACTING THE BANK:**

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

## 18. AWARD CRITERIA AND AWARD OF CONTRACT:

- i. Bidders scoring minimum 70 marks in the Technical Evaluation Criteria as mentioned in **Appendix** will be empaneled by the Bank.
- ii. Bank will notify successful Bidder in writing through letter or fax/email that its Bid has been accepted. The selected Bidder has to return the duplicate copy of the same to the Bank within 7 working days, duly Accepted, Stamped and Signed by Authorized Signatory in token of acceptance.
- iii. The successful Bidder will have to submit Non-disclosure Agreement strictly on the lines of format given in this RFP together with acceptance of all terms and conditions of RFP.
- iv. Copy of board resolution and power of attorney (POA wherever applicable) showing that the signatory has been duly authorized to sign the acceptance letter, contract and NDA shall be submitted.
- v. The successful Bidder shall be required to enter into a empanelment Contract with the Bank within 30 days from the date of issuance of letter of empanelment by the Bank or within such extended period as may be decided by the Bank.
- vi. Till execution of a formal contract, the RFP, along with the Bank's notification of award by way of issuance of Letter of empanelment and Service Provider's acceptance thereof, shall be binding contractual obligation between the Bank and the successful Bidder.
- vii. The Bank reserves the right to stipulate, at the time of finalization of the Contract, any other document(s) to be enclosed as a part of the final Contract.
- viii. Failure of the successful Bidder to comply with the requirements/terms and conditions of this RFP/ RFQs shall constitute sufficient grounds for the annulment of the award and forfeiture of the EMD and/ or BG.
- ix. Upon notification of award to the successful Bidder, the Bank will promptly notify the award of contract to the successful Bidder on the Bank's website. The EMD of each unsuccessful Bidder will be discharged and returned.
- x. The EMD of the successful empaneled partners will be returned by the Bank upon receipt of the PBG as per the timelines mentioned in the RFP.

- xi. The award of contract is for empanelment only and Bank is not making any commitment for the minimum work to be awarded to any empaneled vendor.
- xii. The prices/ commercials for Scope of Work/ Services to be provided by the Consultant under the respective RFQ will be done after empanelment by floating a Request for Quotation (RFQ) among empanelled Service Providers. Order No. P-45021/2/2017- B-E-II issued by Department of Industrial Policy and Promotion, Ministry of Commerce and Industry, Government of India relating to Public Procurement (Preference to Make in India), Order 2017 and any subsequent amendment/ clarifications thereto shall be applicable for participation in bidding process. Also, participating bidders need to sign and submit Pre-Contract Integrity Pact, based on the estimated value of work/ services at the time of submitting bids in respective RFQs as per – Appendix.
- xiii. The Bank reserves the right to stipulate, at the time of finalization of the Contract, any other document(s) to be enclosed as a part of the final Contract.
- xiv. Failure of the successful Bidder to comply with the requirements/terms and conditions of this RFP shall constitute sufficient grounds for the annulment of the award.
- xv. The empanelment is for 3 years from the effective date of agreement /SLA . The Bank at its own discretion shall reserve the right to extend the term of the agreement for additional 3 years with each of the empaneled partner.
- xvi. Bank will review the performance of the empaneled bidders every year till the tenure of the agreement with the Bank.
- xvii. Technical evaluation shall be conducted during the annual review as defined in the Appendix of this RFP. In addition to the matrix mentioned in the Appendix, the empaneled partners will also be evaluated on the latest or innovative technologies implemented by the empaneled partners during that period. The minimum scoring criteria will be applicable during the annual review of the performance.
- xviii. While participating in any Bid for a transit project, the Bank will decide whether to form a consortium with an AFC partner or go for subcontracting model as per Bank's feasibility and discretion depending on the project.
- xix. In case the Bank decides to proceed with consortium for a particular project, then the empaneled partners shall not partner or participate with any other Bank / Financial Institution for the same project.

- xx. First Right of Refusal: The Bank shall have first right of refusal for shortlisted bidders for not bidding as a consortium partner with them in individual AFCS project during the contract period. Such shortlisted bidders must obtain such communication/permission from the Bank in writing.
- xxi. For an engagement/partnership, depending upon the scope of work for a Metro/Transit project, the Bank will call for RFQ from the empaneled bidders based on its suitability providing the complete scope of work. The empaneled bidders will have to quote the investment they will be making in the project, share in royalty to be paid, if any, and the share in fee income expected, considering the efforts and investment involved. The lowest quoted vendor (i.e. lowest cost to Bank) will be awarded the assignment.
- xxii. The Bank is not making any minimum commitment for the work to be awarded to any empaneled vendor.
- xxiii. The prices/ commercials for Scope of Work/ Services to be provided by the empanelled Service Provider under the respective RFQ will be done after empanelment by floating a Request for Quotation (RFQ) among empanelled Service Providers. Order No. P-45021/2/2017- B-E-II issued by Department of Industrial Policy and Promotion, Ministry of Commerce and Industry, Government of India relating to Public Procurement (Preference to Make in India), Order 2017 and any subsequent amendment/ clarifications thereto shall be applicable for participation in bidding process. Also, participating bidders need to sign and submit Pre-Contract Integrity Pact, based on the estimated value of work/ services at the time of submitting bids in respective RFQs as per mentioned in the Appendix related to Pre-Contract Integrity Pact.
- xxiv. 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.

#### **19. 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 Bank. The Bank shall have full powers, subject to the provision herein after contained, from time to time during the execution of the contract, by notice in writing to instruct the successful Bidder to make any variation without prejudice to the contract. The finally selected Bidder shall carry out such variation and be bound by the same conditions as far as applicable as though the said variations occurred in the contract documents. If any, suggested variations would, in the opinion of the finally selected Bidder, if carried

out, prevent him from fulfilling any of his obligations under the contract, he shall notify Bank thereof in writing with reasons for holding such opinion and Bank shall instruct the successful Bidder to make such other modified variation without prejudice to the contract. The finally selected Bidders shall carry out such variation and be bound by the same conditions as far as applicable as though the said variations occurred in the contract documents. If the Bank confirms its instructions, the successful Bidder's obligations shall be modified to such an extent as may be mutually agreed.

- 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 Bidders, involve a claim for additional payments, such additional payments shall be mutually agreed in line with the terms and conditions of the order.

#### **20. 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/ respective RFQ 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.

#### **21. CONTRACT AMENDMENT:**

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

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

The Bank reserves the right to accept or reject any Bid in part or in full or to cancel the bidding process and reject all Bids at any time prior to contract award 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.

### **23. BANK GUARANTEE**

- i. Performance Bank Guarantee [PBG] will be taken at the time of award of the contract of the empanelment, strictly on the format prescribed by the Bank. PBG is to be submitted by the empanelled Bidders. The PBG 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.
- ii. The PBG would be required to protect the interest of the Bank against the risk of non-participation of the successful Bidder in respect of the RFQ floated by the Bank for various projects which may warrant invoking of PBG, also if any act of the supplier results in imposition of Liquidated Damages then also the Bank reserves the right to invoke the PBG.

### **24. SYSTEM INTEGRATION TESTING & USER ACCEPTANCE TESTING:**

- i. Service Provider should integrate the AFCS/SI Solution with the existing systems as per requirement of the Bank as mentioned in the RFQ or the requirement of the specific projects as mentioned in the RFP floated by the Authority and carry out thorough system integration testing.
- ii. The empaneled AFCS / SI partners shall be required to set up a laboratory with the proposed AFCS / SI solutions / services in the locations where the AFCS / SI partners are having their registered / headquartered / main offices in India to carry out the necessary integrations as per the requirement of the Bank.
- iii. System integration testing will be followed by user acceptance testing, plan for which has to be submitted by Service Provider to the Bank. The UAT includes functional tests, resilience tests, benchmark comparisons, operational tests, load tests etc. SBI staff / third Party vendor designated by the Bank will carry out the functional testing. This staff / third party vendor will need necessary on-site training for the purpose and should be provided by Service Provider. Service Provider should carry out other testing like resiliency/benchmarking/load etc. Service Provider should submit result log for all testing to the Bank.
- iv. On satisfactory completion of the aforementioned tests, the User Acceptance Test (UAT) letter will be issued to Service Provider by the competent authority on the line of **Appendix** as mentioned in the RFP.

## **25. SERVICES:**

- i. All professional services necessary to successfully implement the proposed Solution / Services will be part of the RFP/Contract.
- ii. The Bidder should also submit as part of technical Bid an overview of Project Management approach of the proposed product.
- iii. Bidder should ensure that key personnel with relevant skill-sets are available to the Bank.
- iv. Bidder should ensure that the quality of methodologies for delivering the services, adhere to quality standards/timelines stipulated therefor.
- v. Bidder shall be willing to transfer skills to relevant personnel from the Bank, by means of training and documentation.
- vi. Bidder shall provide and implement patches/ upgrades/ updates for hardware/ software/ Operating System / Middleware etc as and when released by Service Provider/ OEM or as per requirements of the Bank. Bidder should bring to notice of the Bank all releases/ version changes.
- vii. Bidder shall obtain a written permission from the Bank before applying any of the patches/ upgrades/ updates. Bidder has to support older versions of the hardware/ software/ Operating System /Middleware etc in case the Bank chooses not to upgrade to latest version.
- viii. Bidder shall provide maintenance support for Hardware/ Software/ Operating System/ Middleware over the entire period of contract.
- ix. All product updates, upgrades & patches shall be provided by the Bidder/ Service Provider free of cost during warranty and AMC/ ATS/ S&S period.
- x. Bidder shall provide legally valid Solution. The detailed information on license count and type of license shall also be provided to the Bank.
- xi. The Bidder shall keep the Bank explicitly informed the end of support dates on related products/hardware/firmware and should ensure support during warranty and AMC/ATS/S&S.

## **26. WARRANTY AND ANNUAL MAINTENANCE CONTRACT:**

- i. The selected Bidder shall support the Solution / Services during the period of warranty and AMC (if included in purchase order) as specified in Scope of work in this RFP from the date of acceptance of the Solution / Services by State Bank of India.
- ii. During the warranty and AMC period (if desired), the Bidder will have to undertake comprehensive support of the Solution / Service supplied by the Bidder and all new versions, releases, and updates for all standard solutions to be supplied to the Bank at no additional cost. During the support period, the Bidder shall maintain the Solution / Service to comply with parameters defined for acceptance criteria and the Bidder shall be responsible for all costs relating to labour, spares, maintenance (preventive and corrective), compliance of security requirements and transport charges from and to the Site (s) in connection with the repair/ replacement of the Solution / Service, which, under normal and proper use and maintenance thereof, proves defective in design, material or workmanship or fails to conform to the specifications, as specified.
- iii. During the support period (warranty and AMC, if desired), Service Provider shall ensure that services of professionally qualified personnel are available for providing comprehensive on-site maintenance of the Solution / Service and its components as per the Bank's requirements. Comprehensive maintenance shall include, among other things, day to day maintenance of the Solution as per the Bank's policy, reloading of firmware/software, compliance to security requirements, etc. when required or in the event of system crash/malfunctioning, arranging and configuring facility as per the requirements of the Bank, fine tuning, system monitoring, log maintenance, etc. The Bidder shall provide services of an expert engineer at SBI GITC, Belapur or at other locations wherever required, whenever it is essential. In case of failure of Solution, the Bidder shall ensure that Solution is made operational to the full satisfaction of the Bank within the given timelines.
- iv. Warranty/ AMC (if opted) for the system / solution / off-the shelf software will be provided to the Bank as per the general conditions of sale of such solution.
- v. Support (Warranty/ AMC, if opted) would be on-site and comprehensive in nature and must have back-to-back support from the OEM/Service Provider. Service Provider will warrant products against defects arising out of faulty design etc. during the specified support period.
- vi. In the event of system break down or failures at any stage, protection available, which would include the following, shall be specified.



- (a) Diagnostics for identification of systems failures
  - (b) Protection of data/ Configuration
  - (c) Recovery/ restart facility
  - (d) Backup of system software/ Configuration
- vii. Prompt support shall be made available as desired in this RFP during the support period at the locations as and when required by the Bank.
- viii. The Bidder shall be agreeable for on-call/on-site support during peak weeks (last and first week of each month) and at the time of switching over from PR to DR and vice-versa. No extra charge shall be paid by the Bank for such needs, if any, during the support period.
- ix. Bidder support staff should be well trained to effectively handle queries raised by the customers/employees of the Bank.
- x. Updated escalation matrix shall be made available to the Bank once in each quarter and each time the matrix gets changed.

## **27. PENALTIES:**

Penalties will be decided by the Bank, if any, as per the requirement of the Metro / Transit project. The penalty for the part of the project executions as per the scope of the project will have to be borne by the respective AFC/SI vendor, as per the terms mentioned in the RFQ that will be published by the Bank on case-to-case basis. The penalty, if any, shall be recovered from EMD/BG, Liquidity damages, Transition Penalty, as per discretion of the Bank which will be determined through individual RFQ for different Projects.

## **28. 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.

## **29. INSPECTION AND TESTING:**

- i. The Bank reserves the right to carry out pre-shipment inspection or demand a demonstration of the product on a representative model at Service Provider's location.

- ii. The inspection and test prior to dispatch of the product/at the time of final acceptance would be as follows:
  - (a) Service Provider shall intimate the Bank before dispatching products for conducting inspection and testing.
  - (b) The inspection and acceptance test may also be conducted at the point of delivery and / or at the products' final destination. Reasonable facilities and assistance, including access to drawings and production data, shall be furnished to the inspectors, at no charge to the Bank. In case of failure by Service Provider to provide necessary facility / equipment at its premises, all the cost of such inspection like travel, boarding, lodging & other incidental expenses of the Bank's representatives to be borne by Service Provider.
- iii. The Bank's right to inspect, test the product/ solution after delivery of the same to the Bank and where necessary reject the products/solution which does not meet the specification provided by the Bank. This shall in no way be limited or waived by reason of the products/ solution having previously being inspected, tested and passed by the Bank or its representative prior to the products/ solution shipment from the place of origin by the Bank or its representative prior to the installation and commissioning.
- iv. Nothing stated hereinabove shall in any way release Service Provider from any warranty or other obligations under this contract.
- v. System integration testing and User Acceptance testing will be carried out as per requirement of the Bank.

### **30. RIGHT TO AUDIT:**

- i. The Selected Bidder (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 (IT hardware/ Software) and services etc. 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 the Service Provider. The Service Provider shall, whenever required by the Auditors, furnish all relevant information, records/data to them. All costs for such audit shall be borne by the Bank. 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 same shall be conducted during normal business hours.

- ii. Where any deficiency has been observed during audit of the Service Provider on the risk parameters finalized by the Bank or in the certification submitted by the Auditors, the Service Provider shall correct/resolve the same at the earliest and shall provide all necessary documents related to resolution thereof and the auditor shall further certify in respect of resolution of the deficiencies. The resolution provided by the Service Provider shall require to be certified by the Auditors covering the respective risk parameters against which such deficiencies have been observed.
- iii. 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 the Service Provider. However, Service Provider shall not be obligated to provide records/data not related to Services under the Agreement (e.g. internal cost breakup etc.).

### **31. SUBCONTRACTING:**

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

- i. However, if the Bidder subsequently wishes to sub-contract the scope of work, it will have to obtain specific written permission from the Bank before contracting any work to subcontractors. Bank at its own discretion may permit or deny the same on the basis of merits and on case-to-case basis.
- ii. In case subcontracting is permitted by the Bank, the contracting vendor will be responsible for all the services provided to the Bank regardless of which entity is conducting the operations. The contracting vendor is also responsible for ensuring that the sub-contractor comply with all security requirements of the contract and the Bank can obtain independent audit report for the same. In such a case, the Bidder shall provide subcontracting details to the Bank and if require, Bank may evaluate the same.

### **32. VALIDITY OF AGREEMENT:**

- i. The Agreement/ SLA will be valid for the period of 3 year(s) as specified in scope of work and SLA will differ from project to project with individual client.
- ii. The Bank will review the performance of the empanelled bidders every year till

the tenure of the agreement with the Bank.

- iii. Technical evaluation, including overall project review, feedback system, shall be conducted during the annual review as defined in the Appendix of this RFP. In addition to the matrix mentioned in the Appendix, the empanelled partners will also be evaluated on the latest or innovative technologies implemented by the empanelled partners during that period. The minimum scoring criteria will be applicable during the annual review of the performance.
- iv. The Bank reserves the right to terminate the Agreement as per the terms of RFP/ Agreement.
- v. The Bank at its own discretion shall reserve the right to extend the term of the agreement for additional 3 years with each of the empanelled partner. The empanelled AFCS partner will adhere to the project / SLA signed during the empanelment term for the complete term of the project / contract, even if the duration of the project is extended beyond the tenure of the empanelment agreement between the Bank and the AFCS Partner.

### **33. LIMITATION OF LIABILITY:**

The maximum aggregate liability of Service Provider, subject to clause 33, in respect of any claims, losses, costs or damages arising out of or in connection with this RFP/Agreement shall not exceed the total project cost of a project/ purchase order value, which will be determined through individual RFQ for different Projects

- i. 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.
- ii. The limitations set forth herein shall not apply with respect to:
  - a) claims that are the subject of indemnification pursuant to infringement of third-party Intellectual Property Right.
  - b) damage(s) occasioned by the Gross Negligence or Willful 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 33 (ii)(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, harmful consequences to the other party, which such party knew, or would have known if it was acting as a reasonable person, would result from such act or failure to act for which such Party is legally liable. Notwithstanding the forgoing, Gross Negligence shall not include any action taken in good faith.

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

#### **34. CONFIDENTIALITY:**

Confidentiality obligation shall be as per Non-disclosure agreement and clause 7 of Service Level Agreement placed as Appendix to this RFP.

#### **35. DELAY IN SERVICE PROVIDER’S PERFORMANCE:**

- i. Delivery, installation, commissioning of the Solution and performance of Services shall be made by Service Provider within the timelines prescribed in Part II of this RFP.
- ii. If at any time during performance of the Contract, Service Provider should encounter conditions impeding timely delivery of the Solution 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 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).

#### **36. 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 misdemeanors.
- 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** of this RFP.
- vi. Data Security and Supply Chain Standards of the Bank shall be complied with and followed by the empaneled AFCS partners alongwith the project security requirements.

### **37. TECHNICAL DOCUMENTATION:**

- i. Service Provider shall deliver the following documents to the Bank for every solution including third party solution before solution/ service become operational, which includes, user manuals, installation manuals, operation manuals, design documents, process documents, technical manuals, functional specification, software requirement specification, on-line tutorials/ CBTs, system configuration documents, system/database administrative documents, debugging/diagnostics documents, test procedures etc.
- ii. Service Provider shall also provide documents related to Review Records/ Test Bug Reports/ Root Cause Analysis Report, list of all Product components, list of all dependent/external modules and list of all documents relating to traceability of the Solution as and when applicable.
- iii. Service Provider shall also provide the MIS reports, data flow documents, data register and data dictionary as per requirements of the Bank. Any level/ version

changes and/or clarification or corrections or modifications in the above-mentioned documentation should be supplied by Service Provider to the Bank, free of cost in timely manner.

### **38. INTELLECTUAL PROPERTY RIGHTS AND OWNERSHIP:**

- i. For any technology / Software / solution developed/used/supplied by Service Provider for performing Services or licensing and implementing Software and solution for the Bank as part of this RFP, Service Provider shall have right to use as well right to license for the outsourced services or third party product. The Bank shall not be liable for any license or IPR violation on the part of Service provider.
- ii. Without the Bank's prior written approval, Service provider will not, in performing the Services, use or incorporate, link to or call or depend in any way upon, any solution or other intellectual property that is subject to an Open Source or Copy-left license or any other agreement that may give rise to any third-party claims or to limit the Bank's rights under this RFP.
- iii. Subject to clause 38 (iv) and 38 (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 cost, claims, damages, demands, expenses and liabilities whatsoever nature arising out of or in connection with all claims of infringement of Intellectual Property Right, including patent, trademark, copyright, trade secret or industrial design rights of any third party arising from use of the technology / Software / products or any part thereof in India or abroad, for Software licensed/developed as part of this engagement. In case of violation/ infringement of patent/ trademark/ copyright/ trade secret or industrial design or any other Intellectual Property Right of third party, Service Provider shall, after due inspection and testing, without any additional cost (a) procure for the Bank the right to continue to using the Service supplied; or (b) replace or modify the Solution to make it non-infringing so long as the replacement to or modification of the Service provide substantially equivalent functional, performance and operational features as the infringing Solution which is being replaced or modified; or (c) to the extent that the activities under clauses (a) and (b) above are not commercially reasonable, refund to the Bank all amounts paid by the Bank to Service Provider under this RFP/Agreement.
- 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 defense and settlement of any such claim, and (iv) in any litigation to which the Bank is also a party, the Bank shall be entitled to be separately represented at its own expenses by counsel of its own selection.

- 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); (ii) any unauthorized modification or alteration of the solution by the Bank or its employee; (iii) failure to implement an update to the licensed software that would have avoided the infringement, provided Service Provider has notified the Bank in writing that use of the update would have avoided the claim.
- vi. Service Provider shall grant the Bank a fully paid-up, irrevocable, non-exclusive, unlimited, perpetual license throughout the territory of India or abroad to access, replicate and use software provided by Service Provider, including all inventions, designs and marks embodied therein perpetually. The source code / object code / executable code and compilation procedures of the Software Solution shall be placed under an Escrow arrangement for the projects implemented by the empaneled AFCS partner under the empanelment agreement under this RFP. All necessary documentation in this behalf shall be made available to the Bank. In case of Escrow arrangement, complete details and the location and the terms and conditions applicable for escrow must be specified. Any update or upgrade to source code shall be informed and brought under Escrow or made available to the Bank.

### **39. LIQUIDATED DAMAGES:**

Liquidated Damages will be decided by the Bank, if any, as per the requirement of the Metro / Transit project. The penalty for the part of the project executions as per the scope of the project will have to be borne by the respective AFC/SI vendor, as per the terms mentioned in the RFQ that will be published by the Bank on case-to-case basis.

### **40. 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.

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 per cent) of the paid up and subscribed share capital of such Bidder, Member or Associate, as the case may be) in the other Bidder, its Member or Associate, has less than 5% (five per cent) of the subscribed and paid up equity share capital thereof; provided further that this disqualification shall not apply to any ownership by a bank, insurance company, pension fund or a public financial institution referred to in 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) such Bidder or any of its affiliates thereof has participated as a consultant to the Bank in the preparation of any documents, design or technical specifications of the RFP.
- 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 per cent) of the voting shares of such person, and with respect to a person which is not a company or corporation, the power to direct the management and policies of such person by operation of law or by contract.

#### **41. 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 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 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 a 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 a 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 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 empaneled vendors, if any. Performance issues which may justify holiday listing of the Vendor are:

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

**(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 41(i) hereinabove, if a Bidder is found by the Bank to have directly or indirectly or through an agent, engaged or indulged in any corrupt/fraudulent/coercive/undesirable or restrictive practices during the bidding Process, such Bidder shall not be eligible to participate in any EOI/RFP issued by the Bank during a period of 2 (two) years from the date 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 empaneled;

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

**(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 for a period not exceeding three years commencing from the date of debarment.

**42. TERMINATION FOR DEFAULT:**

- i. The Bank may, without prejudice to any other remedy for breach of Agreement, written notice of not less than 30 (thirty) days, terminate the Agreement/ respective Purchase Order in whole or in part:
  - (a) If the Service Provider fails to deliver any or all the obligations within the time period specified in the RFP/Agreement/ RFQ, or any extension thereof granted by the Bank;

- (b) If the Service Provider fails to perform any other obligation(s) under the RFP/Agreement/ RFQ;
- (c) Violations of any terms and conditions stipulated in the RFP/ RFQ;
- (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 42 (i) (a) to 42 (i) (c), the Bank shall provide Service Provider with a written notice of 30 (thirty) days to cure such breach of the Agreement/respective Purchase Order. 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.

- ii. In the event the Bank terminates the Contract/respective Purchase Order 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, software and 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 Solution and/or 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 timely manner and in proper format as per scope of this RFP and shall also support the orderly transition to another vendor or to the Bank.
- iv. During the transition, Service Provider shall also support the Bank on technical queries/support on process implementation or in case of solution provision for future upgrades.
- v. The Bank's right to terminate the Contract will be in addition to the penalties / liquidated damages and other actions as specified in this RFP/RFQ.
- vi. In the event of failure of the Service Provider to render the Services or in the event of termination of Agreement/respective Purchase Order or expiry of term or otherwise, without prejudice to any other right, the Bank at its sole discretion may make alternate arrangement for getting the Services contracted with another vendor. In such case, the Bank shall give prior notice to the existing Service Provider. The existing Service Provider shall continue to provide services as per the terms of 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/respective Purchase Order, 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 Service Provider is breach of this obligation, they shall be liable for paying a penalty of 10% of the Purchase Order Valuen 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.

#### **43. FORCE MAJEURE:**

- i. Notwithstanding the provisions of terms and conditions contained in this RFP, neither party shall be liable for any delay in 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, 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, 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/respective Purchase Order 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/respective Purchase Order as a result of an event of Force Majeure. However, Service Provider shall be entitled to receive payments for all services actually rendered up to the date of the termination of the Agreement/respective Purchase Order.

#### **44. TERMINATION FOR INSOLVENCY:**

The Bank may, at any time, terminate the Contract/respective Purchase Order 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.

**45. TERMINATION FOR CONVENIENCE:**

- i. The Bank, by written notice of not less than 90 (ninety) days, may terminate the Contract/respective Purchase Order, in whole or in part, for its convenience, provided same shall not be invoked by the Bank before completion of half of the total Contract period (including the notice period).
- ii. In the event of termination of the Agreement for the Bank's convenience, Service Provider shall be entitled to receive payment for the Services rendered (delivered) up to the effective date of termination.

**46. DISPUTES RESOLUTION**

- i. All disputes or differences whatsoever arising between the parties out of or in connection with the RFP and Contract thereto (including dispute concerning interpretation) or in discharge of any obligation arising out of the RFP and 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 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 Courts of Mumbai only. The competent Courts in Mumbai, Maharashtra shall have exclusive jurisdiction in this regard.
- ii. Service Provider shall continue work under the Contract during the dispute resolution unless otherwise directed by the Bank or unless the matter is such that the work cannot possibly be continued until the decision of the competent court is obtained.

**47. GOVERNING LANGUAGE:**

The governing language shall be English.

**48. APPLICABLE LAW:**

The Contract shall be interpreted in accordance with the laws of the Union of India.



#### **49. 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.
- ii. Custom duty as also cost of incidental services such as transportation, road permits, insurance etc. in connection with delivery of products at site including any incidental services and commissioning, if any, as a result of Bank/Consortium with the bidder, having been awarded the contracts by respective Authority, which may be levied, shall be borne by Service Provider and the Bank shall not be liable for the same.
- iii. Income / Corporate Taxes in India: The Bidder shall be liable to pay all corporate taxes and income tax that shall be levied according to the laws and regulations applicable from time to time in India.
- iv. All expenses, stamp duty and other charges/ expenses in connection with the execution of the Agreement any addendum/ amendment thereto as a result of this RFP/ RFQs process shall be borne by Service Provider. The Agreement/ Contract any addendum/ amendment thereto would be stamped as per Maharashtra Stamp Act, 1958 and any amendment thereto.

#### **50. 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 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 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.

## **51. TENDER FEE:**

Non-refundable Tender Fee shall be directly credited to the designated account as mentioned in Schedule of Events. Proof of remittance of Tender Fee in the designated account shall be enclosed with the technical bid. The Bids without tender fee will not be considered valid.

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

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

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

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

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

### **53. NOTICES:**

Any notice given by one party to the other pursuant to this Contract shall be sent to other party in writing or by Fax 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.

### **54. INDEMNIFICATION**

The total ownership of the AFC system/solution will lie with the empaneled AFCS partners for the solution provided during the tenure of the agreement. In case it is brought to the Bank's notice regarding any losses/theft/ defects in the services or solutions provided by the empaneled partners in any of the transit projects, the AFCS partners will indemnify the Bank to the extent of the loss incurred by the Bank. The Indemnity Clause will be applicable as per the "General Indemnity" clause mentioned in the Appendix relating to the 'Service level Agreement'

**Appendix–A**

**BID FORM (TECHNICAL BID)**

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

Date: \_\_\_\_\_

To:

< Address of tendering office >

Dear Sir,

**Ref: RFP No. SBI:xx:xxdated dd/mm/yyyy**

~~~~~

We have examined the above RFP, the receipt of which is hereby duly acknowledged and subsequent pre-bid clarifications/ modifications / revisions, if any, furnished by the Bank and we offer to supply, Install, test, commission and support the desired Solution 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.
  - We have not induced or attempted to induce any other Bidder to submit or not to submit a Bid for restricting competition.
- 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 RFP terms and conditions, contents of Service Level Agreement as per template available at **Appendix** of this RFP which shall remain binding upon us.
- viii. Till execution of a formal contract, the RFP, along with the Bank's notification of award by way of issuance of purchase order and our acceptance thereof, would be binding contractual obligation on the Bank and us.
- ix. We understand that you are not bound to accept the Bid you may receive and you may reject all or any Bid without assigning any reason or giving any explanation whatsoever.
- x. We hereby certify that our name does not appear in any "Caution" list of RBI / IBA or any other regulatory body for outsourcing activity.
- xi. We hereby certify that on the date of submission of Bid for this RFP, we do not have any past/ present litigation which adversely affect our participation in this RFP or we are not under any debarment/blacklist period for breach of contract/fraud/corrupt practices by any Scheduled Commercial Bank/ Public Sector Undertaking/ State or Central Government or their agencies/departments. We also 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.
- xii. We hereby certify that we (participating in RFP as OEM)/ our OEM have a support center and level 3 escalation (highest) located in India.
- xiii. We hereby certify that on the date of submission of Bid, we do not have any Service Level Agreement pending to be signed with the Bank for more than 6 months from the date of issue of purchase order.

- xiv. We hereby certify that we have read the clauses contained in O.M. No. 6/18/2019-PPD, dated 23.07.2020 order (Public Procurement No. 1), order (Public Procurement No. 2) dated 23.07.2020 and order (Public Procurement No. 3) dated 24.07.2020 regarding restrictions on procurement from a bidder of a country which shares a land border with India. We further certify that we and our OEM are not from such a country or if from a country, has been registered with competent authority. We certify that we and our OEM fulfil all the requirements in this regard and are eligible to participate in this RFP.
- xv. 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.
- xvi. 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 ..... 20..

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

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

(In the capacity of)

Duly authorised to sign Bid for and on behalf of

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

**BIDDER'S ELIGIBILITY CRITERIA**

Bidders meeting the following criteria are eligible to submit their Bids along with supporting documents. While participating in any Bid for a transit project, the Bank will form a consortium with an AFC partner or will go for subcontracting model as per Bank's discretion. The Bank will choose the AFCS partners for a transit project by inviting Request for Quotation (RFQ) from the empaneled partners.

If the Bid is not accompanied by all the required documents supporting eligibility criteria, the same shall be rejected:

| S. No. | Eligibility Criteria                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            | Compliance (Yes/No) | Documents to be submitted                                                                                                                                                                                                                                                                                                                                                   |
|--------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| 1.     | <p>The Bidder must be an Indian firm / company/ organization registered under applicable Act in India.</p> <p>Or</p> <p>Bidder should constitute under Companies Act of the country, which it belongs to.</p> <p>In case of Foreign Company, the Bidder must have a representative office within India.</p> <p>Company must ensure to post appropriate number of employees at the place of project being executed to facilitate client coordination and faster turnaround to implementation related issues.</p> |                     | <p>Copy of the Partnership deed/ Byelaw/ Certificate of Incorporation issued by Registrar of Companies along with Memorandum &amp; Articles of Association and full address of the registered office.</p> <p>In case of Foreign Company, incorporation documents other than English language should be accompanied by a notarized translation to English language only.</p> |
| 2.     | <p>The Bidder must be a single legal entity having an average turnover of minimum Rs. 30</p>                                                                                                                                                                                                                                                                                                                                                                                                                    |                     | <p>Copy of the audited Balance Sheet and / or Certificate of the</p>                                                                                                                                                                                                                                                                                                        |

| S. No. | Eligibility Criteria                                                                                                                                                                                                                                                                                                                                                                                                                                                     | Compliance (Yes/No) | Documents to be submitted                                                                                                                                                                                                                           |
|--------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
|        | crores during last 3 financial years<br>(FY 2019-20, 2020-21, 2021-22)                                                                                                                                                                                                                                                                                                                                                                                                   |                     | Chartered Accountant for preceding three years.                                                                                                                                                                                                     |
| 3.     | The Bidder should be a profitable organization based on Operating Profit for at least 3 out of last 5 financial years.                                                                                                                                                                                                                                                                                                                                                   |                     | Copy of the audited balance sheets along with profit and loss statement for corresponding years and / or Certificate of the Chartered Accountant                                                                                                    |
| 4.     | Past/Present litigations, disputes, if any (Adverse litigations could result in disqualification, at the sole discretion of the Bank)                                                                                                                                                                                                                                                                                                                                    |                     | Brief details of litigations, disputes, if any are to be given on Company's letter head.<br><br>Due diligence reports from D&B or other official sources                                                                                            |
| 5.     | Bidders should not have been blacklisted for deficiency in service by any Central/State/Quasi Govt., Public Sector Bank, Corporation during the last 5 years.                                                                                                                                                                                                                                                                                                            |                     | Bidder shall specifically confirm on their letter head in this regard.<br><br>Due diligence reports from D&B or other official sources                                                                                                              |
| 6.     | Bidder should have experience of minimum 3 years in providing the AFC Services in transit projects as on March 2023 covering modes of public transport like buses/ metro/ light rail / tram/monorail/ suburban train stations and preferably accepting EMV contactless cards.<br><br>Bidder should have experience in implementing AFC systems for smart-city projects, utility payments, tourist attractions, amusement parks, universities, hospitals and use cases as |                     | Copy of relevant and valid PO / WO / LOA / Contract Agreement issued till the date of bid submission, along with completion certificates issued by the client or company secretary/CFO/Auditor of the consortium member, covering the requirements. |



| <b>S. No.</b> | <b>Eligibility Criteria</b>                                                                                                                                                                                                        | <b>Compliance (Yes/No)</b> | <b>Documents to be submitted</b>                                         |
|---------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------|--------------------------------------------------------------------------|
|               | deemed fit as per the Bank's requirement                                                                                                                                                                                           |                            |                                                                          |
| 7.            | 2 references of the implementation in India/abroad should be provided for AFCS/SI deployment.                                                                                                                                      |                            | Bidder shall specifically mention this on their letter head.             |
| 8.            | <p>The bidder should be authorized by OEM whose solution is proposed by the bidder.</p> <p>The OEM should be a company and have a local presence of support center and level 3 (highest escalation) locally in India.</p>          |                            | Bidder shall specifically confirm on their letter head in regard of OEM. |
| 9.            | <p>The Bidder/ OEM should have support setup with- 1 hour of response time in (PR) and 1 hour of response time in (DR) locations.</p> <p>Since both PR &amp; DR are supposed to be active, this should be 1 hour for both.</p>     |                            | Bidder shall specifically confirm on their letter head in this regard.   |
| 10.           | The Bidder should not have any Service Level Agreement pending to be signed with the Bank for more than 6 months from the date of issue of purchase order issued by any of the Department at SBI as on the date of Bid submission. |                            | Bidder shall specifically confirm on their letter head in this regard.   |
| 11.           | PCI-DSS Certificate for at-least 1 transit project                                                                                                                                                                                 |                            | Relevant Certifications to be submitted                                  |

| S. No. | Eligibility Criteria                                                                                                                                                                                                                                                                                                                                                                                                          | Compliance (Yes/No) | Documents to be submitted                                                                                                                                                                                                                                                                                |
|--------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| 12.    | The Bidder (including its OEM, if any) must comply with the requirements contained in O.M. No. 6/18/2019-PPD, dated 23.07.2020 order (Public Procurement No. 1), order (Public Procurement No. 2) dated 23.07.2020 and order (Public Procurement No. 3) dated 24.07.2020                                                                                                                                                      |                     | Bidder shall specifically certify in <b>Appendix-A</b> in this regard and provide copy of registration certificate issued by competent authority wherever applicable.                                                                                                                                    |
| 13     | <p>System architecture design flow to be submitted as follows:</p> <ul style="list-style-type: none"> <li>i. Architecture Design Flow for deployment on Cloud</li> <li>ii. Architecture Design Flow for deployment for 'On Premises'</li> <li>iii. Data Flow diagram</li> </ul> <p>Readiness of the bidder to deploy the solution at On-premises of the client or their cloud based as per the requirement of the project</p> |                     | <ul style="list-style-type: none"> <li>i. Auditor certificate for the design</li> <li>ii. Design of the Data Flow diagram</li> </ul> <p>An undertaking to be submitted by the bidder to deploy the solution at On-premises of the client or their cloud based as per the requirement of the project.</p> |

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.

**Eligibility criteria mentioned at Sl No 2, 3 & 6 in table above are relaxed for Startups subject to their meeting of quality and technical specifications. Bidder to note the followings:**

- i. Start-up” company should enclose the valid Certificate of Recognition issued by

Department for Promotion of Industry and Internal Trade (DPIIT), (erstwhile Department of Industrial Policy and Promotion), Ministry of Commerce & Industry, Govt. of India with the technical bid.

- ii. Bidder who solely on its own, fulfils each eligibility criteria condition as per the RFP terms and conditions and who are having Start-up company status, can claim exemption for eligibility criteria mentioned at SI No 2, 3 & 6 in table above.
- iii. If all these conditions are not fulfilled or supporting documents are not submitted with the technical Bid, then all those Bids will be summarily rejected, and no queries will be entertained.

**Name & Signature of authorised signatory**

**Seal of Company**

**TECHNICAL & FUNCTIONAL SPECIFICATIONS FOR AFCS PARTNER AND  
SYSTEM INTEGRATOR**

| Sr.<br>No | Required Functionalities/ Features                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                | Compliance<br>(Yes/No) |
|-----------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------|
| 1.        | <p><b>AFCS/ SI Equipment (Design &amp; Development):</b></p> <p>Bidder shall have proven Device engineering and customization capability consisting of AFC gates, TVM, TOM, AVM, and so on.</p> <p>The AFC system shall, as far as possible, operate using open, non-proprietary, industry standards and shall be a highly reliable, scalable, secure and customer friendly facility. The system security shall include, as a minimum, protection against fraud, theft, falsification of data, false accounting, external threats, denial of service, eavesdropping, loss or corruption of information, masquerading (spoofing) and unauthorized access, etc. The system shall adhere to government and industry recognized International and National standards and practices published and maintained by organizations such as EMVco, PCI-DSS/PA-DSS, IEC, ISO, CEN, EN and ISI etc., as applicable including adhering to National Common Mobility Card (NCMC) standards developed by NPCI as recommended by Ministry of Urban Development.</p> |                        |
| 2.        | <p><b>AFCS/ SI Software capability:</b></p> <p>AFC Vendor along with SI Integrator shall be capable to coordinate, maintain and deploy the hardware, software, cables, cable routes, materials, accessories, fixings, earthing, power distribution facilities and interfaces required to complete the entire ecosystem for Automatic Fare Collection System. AFC vendor shall be capable to integrate with Banks issuer host systems.</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |                        |
| 3.        | <p><b>IT and Networking:</b></p> <p>Bidder shall have proven in house integration capability for integration of systems/ devices deployed for the project and shall comply with Bank's IS policies.</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |                        |

| Sr. No | Required Functionalities/ Features                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    | Compliance (Yes/No) |
|--------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------|
| 4      | <p><b>AFC/SI Back-end Software customization:</b></p> <p>Bidder shall have proven in house software capability for item at Sr. No. 1 and any future requirement.</p>                                                                                                                                                                                                                                                                                                                                                                                                                                  |                     |
| 5      | <p><b>Project Management:</b></p> <p>Bidder shall have in-house project management capability and has PMI certified team, with a dedicated project manager for each project.</p>                                                                                                                                                                                                                                                                                                                                                                                                                      |                     |
| 6      | <p><b>Integration:</b></p> <p>Bidder shall have capability to integrate the AFC/SI system to Payment gateways, financial switches, and other operators in the ecosystem</p>                                                                                                                                                                                                                                                                                                                                                                                                                           |                     |
| 7      | <p><b>Fare Media:</b></p> <p>i. Various kind of Fare Media to provide AFC solution, such as- Paper ticket, , Contactless Smart Card and Contactless Smart tokens, etc.</p> <p>ii. AFC system shall be designed to process EMV CSC, QR codes, NFC. All Contactless EMV readers shall support EMV level 1 &amp; applicable EMV Level 2 standard kernels for processing Contactless EMV media including card or NFC and mobile / web-based solutions.</p> <p>iii. AFC system shall be designed to process innovative technologies like account-based ticketing and the future upcoming technologies.</p> |                     |
| 8      | <p><b>Settlement &amp; Reconciliation:</b></p> <p>Bidder shall have capability for backend Software Settlement of Payments and reconciliation in case of multi-operator environments.</p>                                                                                                                                                                                                                                                                                                                                                                                                             |                     |
| 9      | <p><b>Complaint Management Functionality:</b></p> <p>CMS shall be integrated with the Bank's system and only bank related complaints to be escalated to the Bank.</p>                                                                                                                                                                                                                                                                                                                                                                                                                                 |                     |

| Sr.<br>No | Required Functionalities/ Features                                                                                                                                                                                                                                                                                                      | Compliance<br>(Yes/No) |
|-----------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------|
| 10        | <b>Certifications required for the Transit Projects:</b><br><br>ISO Certification for Quality management, Information Security Management, Business Continuity Management, Security Techniques for Privacy information management, Software engineering solution.<br><br>Minimum CMMi Level 3<br><br>PCI-DSS for the projects delivered |                        |

**Name & Signature of authorised signatory**

**Seal of Company**

**BIDDER DETAILS**

Details of the Bidder

| S. No. | Particulars                                                                                                                                                                             | Details |
|--------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------|
| 1.     | Name                                                                                                                                                                                    |         |
| 2.     | Date of Incorporation and / or commencement of business                                                                                                                                 |         |
| 3.     | Certificate of incorporation                                                                                                                                                            |         |
| 4.     | Brief description of the Bidder including details of its main line of business                                                                                                          |         |
| 5.     | Company website URL                                                                                                                                                                     |         |
| 6.     | Company Pan Number                                                                                                                                                                      |         |
| 7.     | Company GSTIN Number                                                                                                                                                                    |         |
| 8.     | Particulars of the Authorized Signatory of the Bidder<br>a) Name<br>b) Designation<br>c) Address<br>d) Phone Number (Landline)<br>e) Mobile Number<br>f) Fax Number<br>g) Email Address |         |
| 9      | Details for EMD Refund (applicable only if EMD is directly credited in designated account):-<br>a) Account No.<br>b) Name of account holder<br>c) Name of Bank<br>d) IFSC Code          |         |

**Name & Signature of authorised signatory**

**Seal of Company**

**TECHNICAL EVALUATION CRITERIA – FOR AUTOMATIC FARE  
COLLECTION SYSTEM (AFCS) PARTNERS**

**1. TECHNICAL EVALUATION FRAMEWORK**

| Section #                            | Evaluation Criteria                               | Methodology                   | Total Marks |
|--------------------------------------|---------------------------------------------------|-------------------------------|-------------|
| A                                    | Relevant Project Experience                       | Technical Evaluation          | 20          |
| B                                    | Demonstration of the end-to-end AFC / SI solution | Technical Evaluation          | 15          |
| C                                    | Approach & Methodology & Solutions proposed       | Presentation                  | 15          |
| D                                    | Proposed Key Project Team                         | Team Composition & Experience | 30          |
| E                                    | AFC / SI implementation in India or Abroad        | Technical Evaluation          | 15          |
| F                                    | CMMi Certification obtained by the AFCS Partner   | Technical Evaluation          | 5           |
| <b>Overall Technical Score Total</b> |                                                   |                               | <b>100</b>  |

Minimum scoring to qualify in the Technical Evaluation is 70 marks.

**2. EVALUATION PARAMETERS FOR TECHNICAL PROPOSAL**

| Sl. #     | Technical Evaluation Criteria                                                                                                                                                                                                                                                                                       | Maximum Marks | Supporting Document required                                                                                              |
|-----------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------|---------------------------------------------------------------------------------------------------------------------------|
| <b>A.</b> | <b>Relevant Project Experience</b>                                                                                                                                                                                                                                                                                  | <b>20</b>     |                                                                                                                           |
| 1         | Experience of executing Transit projects within the last 3 years and these projects should be in operations for at least 6 months prior to the date of bid submission.<br><br>Projects involving deployment of devices including-<br>• Handheld devices or<br>• Mobile phones or<br>• Fixed point of sales machines | 10            | Completion Certificate issued & signed by the competent authority of the client entity on client organization letterhead. |



| Sl. #    | Technical Evaluation Criteria                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          | Maximum Marks | Supporting Document required                                                                                              |
|----------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------|---------------------------------------------------------------------------------------------------------------------------|
|          | <ul style="list-style-type: none"> <li>• Fixed fare collection devices</li> <li>• Innovative Technologies in transit projects like account-based ticketing and other upcoming technologies.</li> </ul> <p>&gt;=3 Projects: 10 marks<br/>                     =2 Projects: 7 marks<br/>                     =1 Project: 5 marks</p>                                                                                                                                                                                                     |               |                                                                                                                           |
| 2        | <p>Past experience of implementing EMV based automated fare collection system accepting open loop cards. No. of Cards issued through system:</p> <p>&gt;5 lakh cards: 5 marks<br/>                     &gt;3 and =&lt;5 lakh cards: 3 marks<br/>                     &gt;2 and =&lt;3 lakh cards: 2 marks</p>                                                                                                                                                                                                                          | 5             | Completion Certificate issued & signed by the competent authority of the client entity on client organization letterhead. |
| 3        | <p>Experience of implementing multiple modes of transport.</p> <p>&gt;=3 Modes of transport: 5 marks<br/>                     = 2 Modes of transport: 3 marks<br/>                     = 1 Mode of transport: 2 marks</p>                                                                                                                                                                                                                                                                                                              | 5             | Completion Certificate issued & signed by the competent authority of the client entity on client organization letterhead. |
| <b>B</b> | <b>Demonstration of AFCS Solution</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  | <b>15</b>     |                                                                                                                           |
| 1        | <ul style="list-style-type: none"> <li>• The vendor also needs to demonstrate -                             <ul style="list-style-type: none"> <li>○ ETM based ticketing using cash and prepaid card</li> <li>○ EMV offline validation and payment on Metro fare gate</li> <li>○ EMV card-based product for passes</li> <li>○ Understanding of innovative technologies in the transit domain such as account-based ticketing and other upcoming systems.</li> <li>○ Reconciliation of AFC data and payment data</li> </ul> </li> </ul> | 10            | Demonstration of system and Client/Project Visit                                                                          |

| Sl. #    | Technical Evaluation Criteria                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     | Maximum Marks | Supporting Document required                                                           |
|----------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------|----------------------------------------------------------------------------------------|
| 2        | <ul style="list-style-type: none"> <li>Demonstration of capability as per the Technical &amp; Functional Specification mentioned in Appendix in this RFP.</li> <li>The Bank shall visit any one of the client/site/project locations to understand the capability of the AFCS bidder.</li> </ul>                                                                                                                                                                                                                  | 5             | Demonstration of system capabilities and Client/Project Visit                          |
| <b>C</b> | <b>Approach &amp; Methodology &amp; Solutions proposed</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                        | <b>15</b>     |                                                                                        |
| 1        | <p>Bidder to submit technical write up on the solutions proposed which contains deployment architecture/framework, tools, templates &amp; utilities to be provided. The write up should also include details elaborating the below:</p> <ul style="list-style-type: none"> <li>Understanding of EMV open loop technology for multi modal and integrated ticketing transit projects</li> <li>Proposed Solution architecture</li> <li>Deployment Methodologies</li> <li>Project Management Methodologies</li> </ul> | 10            | Previous Assignments of similar nature / Details project plan to be submitted          |
| 2        | <ul style="list-style-type: none"> <li>Details of data Center and Disaster Recovery</li> <li>Process of IT procurement and installation</li> <li>Call center set up</li> <li>Operations and Maintenance</li> </ul>                                                                                                                                                                                                                                                                                                | 5             | <ul style="list-style-type: none"> <li>Demonstration of system capabilities</li> </ul> |

| Sl. #     | Technical Evaluation Criteria                                                                                                                                                                                                                                                                                                                                                                 | Maximum Marks | Supporting Document required                                                                                                                                                                                  |
|-----------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>D.</b> | <b>Proposed Key Project Team</b>                                                                                                                                                                                                                                                                                                                                                              | <b>30</b>     |                                                                                                                                                                                                               |
| 1         | <p>AFC / SI experts</p> <ul style="list-style-type: none"> <li>- Experience in implementing Metro Project, BRT as functional expert (Min. One) and technical expert (Min. One)</li> <li>- Total Years of experience <math>\geq</math> 10 years</li> </ul> <p><math>\geq</math>3 AFC experts: 20 marks<br/> <math>=</math>2 AFC experts: 15 marks<br/> <math>=</math>1 AFC expert: 5 marks</p> | 20            | <p>CV of the resource proposed as mentioned in format specified in the Appendix of this RFP</p> <p>Certificate from HR that the proposed resource is on full time rolls of the bidder.</p>                    |
| 2         | <p>Payment expert (acquiring &amp; issuing)</p> <ul style="list-style-type: none"> <li>- Experience in successfully implementing EMV contactless as functional expert</li> <li>- Experience in successfully implementing qSPARC in Transit as functional expert</li> <li>- Total Years of experience <math>\geq</math> 10 years</li> </ul>                                                    | 5             |                                                                                                                                                                                                               |
| 3         | <p>Project Management Expert (In-house or outsourced)</p> <p>Project management for transit projects<br/>                     PMI certified experience</p> <p>Total Years of experience <math>\geq</math> 12 years</p>                                                                                                                                                                        | 5             |                                                                                                                                                                                                               |
| <b>E</b>  | <b>AFC / SI implementation in India or Abroad</b>                                                                                                                                                                                                                                                                                                                                             | <b>15</b>     | <b>Work Order</b>                                                                                                                                                                                             |
|           | <p>References of AFC projects implemented in India or abroad should be provided for a similar deployment. Client references and contact details (email/ landline/ mobile) of customers for whom the Bidder has executed similar projects.</p>                                                                                                                                                 | 15            | <ol style="list-style-type: none"> <li>1. Details as required in Appendix J</li> <li>2. Work Order of the projects received</li> <li>3. Completion Certificate from the PTO for projects completed</li> </ol> |

| Sl. #    | Technical Evaluation Criteria                                                                                                                                                                                                                                                                | Maximum Marks | Supporting Document required                                |
|----------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------|-------------------------------------------------------------|
|          | <p>(Start and End Date of the Project to be mentioned) in the past (At least 3 client references are required in the format shared in Appendix in this RFP)</p> <p>&gt;=3 Projects: 15 marks<br/>                     =2 Projects: 10 marks<br/>                     =1 Project: 5 marks</p> |               | 4. Experience letter from the client for completed projects |
| <b>F</b> | <p>AFCS partner should be certified with the below</p> <p>CMMi Level 3 – 3 marks<br/>                     CMMi Level 4 – 4 marks<br/>                     CMMi Level 5 – 5 marks</p>                                                                                                         | 5             | Copy of Certificate issued by the respective authority.     |

**Name & Signature of authorised signatory**

**Seal of Company**

**SCOPE OF WORK FOR AFCS PARTNER**

The Scope of Work mentioned in the RFP is indicative and the actual scope of work will be mentioned during the RFQ stage based on scope of work requirement in the respective projects.

**SCOPE OF WORK OF AUTOMATIC FARE COLLECTION BIDDER AND SYSTEM INTEGRATOR**

1. The bidder shall be responsible for entire scope of services pertaining to the supply, installation, commissioning, maintenance and management of system at the project sites and related services as per the scope of work, deployment architecture/methodologies, Bill of Material, Global Standards, Regulatory & Statutory mandates, RTO, RPO requirements, Terms & Conditions, Payment Schedules, Penalties, etc. as stated in the RFP-specifications for the Project which they will bid jointly with the Bank.
2. The bidder shall bear defect liability for its goods and services including all Information Technologies, Materials, and other Goods supplied and Services provided by AFC. It shall be free from defects in the design, engineering, Materials, and workmanship that prevent the System and/or any of its components from fulfilling the Technical and Functional Requirements. If any defect is observed at any stage during the Contract, Bidder shall be responsible to remove the defect within stipulated timeline, failure which Bidder shall be responsible for any loss incurred and making good of the losses incurred to the Bank.
3. When operators approach Banks for such solution, the bidder shall provide automatic fare collection system for Metro/transit operators, feeder vans, buses parking ticketing or any other such projects along with the Bank Card solution. The Bidder shall have experience in implementing AFC systems for smart-city projects, utility payments, tourist attractions, amusement parks, universities, hospitals and use cases as deemed fit as per the Bank's requirement
4. The Bidder shall be responsible for installation of the end-to-end AFC system at the required number of metro/railways/monorail/tram stations, feeder vans, buses, parking lots with each device connected to the Central Back-office AFC system. The handshake between Bank's system/other operators in the ecosystem and AFC back-office system shall be finalized with the selected bidder. Any infrastructure related to such integration will be the responsibility of the bidder.

5. The AFC system shall, as far as possible, operate using open, non-proprietary, industry standards having enterprise support for providing security patches and features/ enhancement and shall be a highly reliable, scalable, secure and customer friendly facility. The system security shall include, as a minimum, protection against fraud, theft, falsification of data, false accounting, external threats, denial of service, eavesdropping, loss or corruption of information, masquerading (spoofing) and unauthorized access, etc. The system shall adhere to government and industry recognized International and National standards and practices published and maintained by organizations such as EMVco, PCI-DSS/PA-DSS, IEC, ISO, CEN, EN and ISI etc., as applicable including adhering to National Common Mobility Card (NCCM) standards developed by NPCI and any changes thereafter as recommended by Ministry of Urban Development.
6. The AFC Provider shall be responsible to design, supply, install, test, commission, operate and maintain the equipment hardware, software, cables, cable routes, materials, accessories, fixings, earthing, power distribution facilities and interfaces required to complete the entire ecosystem for Automatic Fare Collection System.
7. The AFC Provider shall also be responsible to design, develop and be solely responsible for the operations, maintenance and management of AFC devices, Central AFC solution, integration and interface with any other systems as required
8. The AFC Provider shall be responsible to employ system for metro operators shall perform day to day monitoring of the ticketing operations and shall have provision for the MIS generation and reporting as per the requirements.

The AFC provider shall also be responsible for upgradation, repairing and replacement in case of failures or defects as part of the defect liability period obligation of the contract for the contract duration.

9. AFC system shall be designed to process EMV CSC, QR codes, NFC. All Contactless EMV readers should support EMV level 1 & applicable EMV Level 2 standard kernels for processing Contactless EMV media including card or NFC and mobile / web-based solutions. The AFC system shall be designed to process new technologies such as account-based ticketing and other upcoming technologies in the transit projects as per the requirement of the client/operator.
10. AFC bidder would provide API/Services and facilitate integration of mobile application of the Project operator, if required or any other future requirement as per Transit operators.
11. AFC bidder will provide API/Services to integrate AFC System /Develop and Integrate Mobile Application with other systems in the project.

12. AFC bidder must ensure uninterrupted operation & maintenance of AFC system across all modes of transport including metro rail, and the fare revisions from time to time. Business continuity plan and disaster recovery plan to be in place. Bidder to ensure operation from PR or DR site whenever as per the requirement of the project and KPIs as per defined by the transit operator
13. Any other work related to AFC as specified in the scope of RFP of PTO/project that will be undertaken by Bank/Bank led consortium, will be in the scope of the AFC provider selected and the AFC vendor should have capability to meet any additional requirement of the particular Transit Operator.
14. As most of the complaints in any transit environment pertains to AFC, complaints related to transit / AFC will be in the scope of AFC provider and any development/integration required for the same needs to be undertaken by them.

**BANK GUARANTEE FORMAT**  
***(TO BE STAMPED AS AN AGREEMENT)***

THIS BANK GUARANTEE AGREEMENT executed at \_\_\_\_\_ this \_\_\_\_\_ day of \_\_\_\_\_ 201 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).

WHEREAS M/s \_\_\_\_\_, incorporated under \_\_\_\_\_ Act having its registered office at \_\_\_\_\_ and principal place of business at \_\_\_\_\_ (hereinafter referred to as "Service Provider/ Vendor" which expression shall unless repugnant to the context or meaning thereof shall include its successor, executor & assigns) has agreed to develop, implement and support \_\_\_\_\_ (name of Software Solution/ Service) (hereinafter referred to as "Services") to SBI in accordance with the Request for Proposal (RFP) No. SBI:xx:xx dated dd/mm/yyyy.

WHEREAS, SBI has agreed to avail the Services from the Service Provider for a period of \_\_\_\_\_ year(s) subject to the terms and conditions mentioned in the RFP.

WHEREAS, in accordance with terms and conditions of the RFP/Purchase 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.



WHEREAS, the Bank Guarantee is required to be valid for a total period of \_\_\_\_\_ months and in the event of failure, on the part of Service Provider, to fulfill any of its commitments / obligations under the RFP/Agreement, SBI shall be entitled to invoke the Guarantee.

AND WHEREAS, the Guarantor, at the request of Service Provider, agreed to issue, on behalf of 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 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 the 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. This 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 \_\_ year(s) \_\_\_month(s) from the date of the issuance i.e. up to \_\_\_\_\_. 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 there under.
- vii. This Guarantee shall be governed by Indian Laws and the Courts in Mumbai, India alone shall have the jurisdiction to try & entertain any dispute arising out of this Guarantee.

Notwithstanding anything contained herein above:

- 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 serve upon us a written claim or demand on or before \_\_\_\_\_

Yours faithfully,

For and on behalf of bank.

\_\_\_\_\_  
Authorised official

**PROFORMA OF CERTIFICATE TO BE ISSUED BY THE BANK  
AFTER SUCCESSFUL COMMISSIONING AND ACCEPTANCE  
OF THE SOLUTION/ SERVICES**

Date:

M/s. \_\_\_\_\_

\_\_\_\_\_

Sub: Certificate of delivery, installation and commissioning

1. This is to certify that the Solution as detailed below has/have been successfully installed and commissioned (subject to remarks in Para No. 2) in accordance with the Contract/specifications.

a) PO No. \_\_\_\_\_ dated \_\_\_\_\_

b) Description of the Solution \_\_\_\_\_

c) Quantity \_\_\_\_\_

d) Date of installation \_\_\_\_\_

e) Date of acceptance test \_\_\_\_\_

f) Date of commissioning \_\_\_\_\_

2. Details of specifications of Solution not yet commissioned and recoveries to be made on that account:

| <u>S. No.</u> | <u>Description</u> | <u>Amount to be recovered</u> |
|---------------|--------------------|-------------------------------|
|---------------|--------------------|-------------------------------|

3. The installation and commissioning have been done to our entire satisfaction and staff have been trained to operate the Solution.

4. Service Provider has fulfilled his contractual obligations satisfactorily

or

Service Provider has failed to fulfill his contractual obligations with regard to the following:

- (a)
  - (b)
  - (c)
5. The amount of recovery on account of non-supply of Solution/Services is given under Para No. 2 above.

Signature \_\_\_\_\_

Name \_\_\_\_\_

Designation with stamp \_\_\_\_\_  
\_\_\_\_\_

**SERVICE LEVEL AGREEMENT**

**AGREEMENT FOR** \_\_\_\_\_

**BETWEEN**

**STATE BANK OF INDIA,** \_\_\_\_\_

**AND**

\_\_\_\_\_

**Date of Commencement** : \_\_\_\_\_

**Date of Expiry** : \_\_\_\_\_

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## AGREEMENT

This agreement (“Agreement”) is made on \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_.

Between

**State Bank of India**, constituted under the State Bank of India Act, 1955 having its Corporate Centre and Central Office at State Bank Bhavan, Madame Cama Road, Nariman Point, Mumbai-21 and its Global IT Centre at Sector-11, CBD Belapur, Navi Mumbai-400614 through its \_\_\_\_\_ Department hereinafter referred to as “**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>* 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 “**Service Provider**” 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.

### RECITALS

#### WHEREAS

- (i) The Bank is carrying on business in banking in India and overseas and is desirous to empanel Service Provider for \_\_\_\_\_ ;<sup>1</sup>
- (ii) \_\_\_\_\_;
- (iii) \_\_\_\_\_; and
- (iv) Service Provider is in the business of providing \_\_\_\_\_ and has agreed to terms of empanelment mentioned in the Request of Proposal (RFP) No. \_\_\_\_\_ dated \_\_\_\_\_ issued by the Bank along

<sup>1</sup> Please provide the brief introduction, facts and circumstances which lead to the present agreement (preamble of the agreement).

with its clarifications/ corrigenda, referred hereinafter as a “RFP” and same shall be part of this Agreement.

NOW THEREFORE, in consideration of the mutual covenants, undertakings and conditions set forth below, and for other valid consideration the acceptability and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

## 1. DEFINITIONS & INTERPRETATIONS

1. **Capitalised Terms:** The following capitalized terms, unless the context otherwise requires, shall have the meaning set forth below for all purposes of this Agreement<sup>2</sup>:
2. **“The Bank”** shall mean the State Bank of India (including domestic branches and foreign offices), Subsidiaries and Joint Ventures, where the Bank has ownership of more than 50% of voting securities or the power to direct the management and policies of such Subsidiaries and Joint Ventures.
3. **“Confidential Information”** shall have the meaning set forth in Clause 7.
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.
5. **“Intellectual Property Rights”** shall mean, on a worldwide basis, any and all: (a) rights associated with works of authorship, including copyrights & moral rights; (b) Trade Marks; (c) trade secret rights; (d) patents, designs, algorithms and other industrial property rights; (e) other intellectual and industrial property rights of every kind and nature, however designated, whether arising by operation of law, contract, license or otherwise; and (f) registrations, initial applications, renewals, extensions, continuations, divisions or reissues thereof now or hereafter in force (including any rights in any of the foregoing).
6. **“Purchase Order Value”** means the total price agreed to be paid to Vendor under the respective Purchase Order, which may be issued by the Bank in pursuant to RFQ from time to time during the empanelment contract period.
7. **“Request for Proposal (RFP)”** shall mean RFP NO. \_\_\_\_\_ dated \_\_\_\_\_ along with its clarifications/ corrigenda issued by the Bank time to time.
8. **“Service”** means services to be provided as per the requirements specified in the Agreement and any other incidental services and other obligations of Service Provider covered under the Agreement.
9. **Interpretations:**
  - 1.9.1 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).
  - 1.9.2 The singular includes the plural and vice versa.

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<sup>2</sup> Please define the necessary terms, properly.



- 1.9.3 Reference to any gender includes each other gender.
- 1.9.4 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.
- 1.9.5 The Schedules, Annexures and Appendices to this Agreement shall form part of this Agreement.
- 1.9.6 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.
- 1.9.7 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.
- 1.9.8 Any agreement, notice, consent, approval, disclosure or communication under or pursuant to this Agreement is to be in writing.
- 1.9.9 The terms not defined in this Agreement shall be given the same meaning as given to them in the RFP. If no such meaning is given technical words shall be understood in technical sense in accordance with the industry practices.

## 2. COMMENCEMENT & TERM

- i. This Agreement shall commence from its date of execution mentioned above/ be deemed to have commenced from \_\_\_\_\_ (**Effective Date**).
- ii. This Agreement shall be in force for a period of \_\_\_\_\_ year(s) from Effective Date, unless terminated by the Bank by notice in writing in accordance with the termination clauses of this Agreement.
- iii. The Bank shall have the right at its discretion to renew this Agreement in writing, for a further term of \_\_\_\_\_ years on the same terms and conditions.
- iv. 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 expiration of the renewed term.

## 3. SCOPE OF SERVICES

- i. The scope and nature of the work which Service Provider has to provide to the Bank (Services) is as mentioned in the RFP and the Appendix relating to the Scope of Work.

#### 4. REPRESENTATIONS AND WARRANTIES

- i. Each of the Parties represents and warrants in relation to itself to the other that:
- ii. 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.
- iii. 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.
- iv. It has full right, title and interest in and to all software, copyrights, trade names, trademarks, service marks, logos symbols and other proprietary marks (collectively 'IPR') (including appropriate limited right of use of those owned by any of its vendors, affiliates or subcontractors) which it provides to the other Party, for use related to the services to be provided under this Agreement.
- v. It will provide such cooperation as the other Party reasonably requests in order to give full effect to the provisions of this Agreement.
- vi. 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.
  - a. **Additional Representation and Warranties by Service Provider**
- vii. 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.
- viii. 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.
- ix. Service Provider shall duly intimate to the Bank immediately, the changes, if any in the constitution of Service Provider.
- x. Service Provider warrants that to the best of its knowledge, as on the Effective Date of this Agreement, the products and services 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.

- xi. Service provider shall ensure that all persons, employees, workers and other individuals engaged by or sub-contracted (if allowed) by Service Provider in rendering the Services under this Agreement have undergone proper background check, police verification and other necessary due diligence checks to examine their antecedence and ensure their suitability for such engagement. No person shall be engaged by 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.
- xii. Service Provider warrants that it shall be solely liable and responsible for compliance of applicable Labour Laws in respect of its employee, agents, representatives and sub-contractors (if allowed) and in particular laws relating to terminal benefits such as pension, gratuity, provided 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 this regard.

## **5. RESPONSIBILITIES OF THE BANK**

- i. Processing and authorising invoices
- ii. Approval of information

## **6. RESPONSIBILITIES OF SERVICE PROVIDER**

- i. 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.
- ii. Service Provider shall procure and maintain all necessary licenses, permissions, approvals from the relevant authorities under the applicable laws throughout the currency of this Agreement, require for performing the Services under this Agreement.
- iii. Service Provider shall ensure that Service Provider's personnel and its sub-contractors (if allowed) will abide by all reasonable directives issued by the Bank, including those set forth in the Bank's then-current standards, policies and procedures (to the extent applicable), all on-site rules of behaviour, work schedules, security procedures and other standards, policies and procedures as established by the Bank from time to time.

## **7. CONFIDENTIALITY**

- i. For the purpose of this Agreement, Confidential Information shall mean (i) information of all kinds, whether oral, written or otherwise recorded 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.

- ii. In consideration of each Party providing the other Party or its' representatives with the Confidential Information, the Parties agree as follows:
- iii. 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.
- iv. Each Party shall hold the Confidential Information in confidence and shall exercise all 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.
- v. 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.
- vi. 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 (iv) Where Confidential Information is independently developed by receiving party without any reference to or use of disclosing party's Confidential Information.
- vii. In the event that a Party becomes legally compelled pursuant to any statutory or regulatory provision, court or arbitral decision, governmental 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.

- viii. 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 and kept confidential.
- ix. 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 there from, save in the case of fraud or willful default.
- x. 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.
- xi. 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.
- xii. 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.

- xiii. Any document received from the Bank shall remain the property of the Bank and subject to clause 7.2.6 shall be returned (in all copies) to the Bank on completion of Service Provider's performance under the Agreement.
- xiv. 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 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.

## **8. RELATIONSHIP BETWEEN THE PARTIES**

- i. 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.
- ii. Neither Service Provider nor its employees, agents, representatives, Sub-Contractors shall hold out or represent as agents of the Bank.
- iii. 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.
- iv. 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.
- v. 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 accident occurred due to gross negligent act of the Party in whose premises accident occurred.
- vi. For redressal of complaints of sexual harassment at workplace, Parties agree to comply with the policy framed by the Bank (including any amendment thereto) in pursuant to the Sexual Harassment of Women at Workplace (Prevention, Prohibition and Redressal) Act, 2013 including any amendment thereto.

## 9. SUB-CONTRACTING

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

- i. However, if the Bidder subsequently wishes to sub-contract the scope of work, it will have to obtain specific written permission from the Bank before contracting any work to subcontractors. Bank at its own discretion may permit or deny the same on the basis of merits and on case-to-case basis.
- iii. In case subcontracting is permitted by the Bank, the contracting vendor will be responsible for all the services provided to the Bank regardless of which entity is conducting the operations. The contracting vendor is also responsible for ensuring that the sub-contractor comply with all security requirements of the contract and the Bank can obtain independent audit report for the same. In such a case, the Bidder shall provide subcontracting details to the Bank and if require, Bank may evaluate the same.

## 10. LIQUIDATED DAMAGES

If Service Provider fails to deliver product and/or 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 \_\_% of total Project Cost for delay of each week or part thereof maximum up to \_\_% of total Project Cost. Once the maximum deduction is reached, the Bank may consider termination of the Agreement.

## 11. BANK GUARANTEE & PENALTY

- i. Service Provider shall furnish performance security in the form of Bank Guarantee for an amount of Rs. \_\_\_\_\_ valid for a period of \_\_\_\_year(s) \_\_\_\_month(s) from a Scheduled Commercial Bank other than State Bank of India in a format provided/ approved by the Bank.
- ii. The Bank Guarantee is required to protect the interest of the Bank against delay in supply/installation and/or the risk of non-performance of Service Provider in respect of successful implementation of the project; or performance of the material or services sold; or breach of any terms and conditions of the Agreement, which may warrant invoking of Bank Guarantee.

- iii. Performance of the obligations under the Agreement shall be made by Service Provider in accordance with the time schedule<sup>3</sup> specified in this Agreement.
- iv. Subject to clause 17 of this Agreement, any unexcused delay by Service Provider in the performance of its Contract obligations shall render this Agreement to be terminated.
- v. If at any time during 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.
- vi. Service Provider shall be liable to pay penalty at the rate mentioned below in Annexure 'A' in respect of any delay beyond the permitted period in providing the Services.
- vii. No penalty shall be levied in case of delay(s) in deliverables or performance of the Contract for the reasons solely and directly attributable to the Bank. On reaching the maximum of penalties specified the Bank reserves the right to terminate the Agreement.

## **12. FORCE MAJEURE**

- i. 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.
- 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, 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.



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

### **13. INSPECTION AND AUDIT**

- i. It is agreed by and between the Parties that Service Provider 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 (IT hardware/ software) 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 same shall be conducted during normal business hours.
- ii. 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 observed.

- iii. 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 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-ups etc.).

#### **14. FEES, TAXES DUTIES & PAYMENTS**

- i. Service Provider shall be paid fees and charges in the manner detailed in hereunder, the same shall be subject to deduction of income tax thereon wherever required under the provisions of the Income Tax Act by the Bank. The remittance of amounts so deducted and issuance of certificate for such deductions shall be made by the Bank as per the laws and regulations for the time being in force. Nothing in the Agreement shall relieve Service Provider from his responsibility to pay any tax that may be levied in India on income and profits made by Service Provider in respect of this Agreement.
- ii. All duties and taxes (excluding \_\_\_\_\_ or any other tax imposed by the Government in lieu of same), if any, which may be levied, shall be borne by Service Provider and Bank shall not be liable for the same. All expenses, stamp duty and other charges/ expenses in connection with execution of this Agreement shall be borne by Service Provider. \_\_\_\_\_ 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.
- iii. Payments
- a. The Bank will pay properly submitted valid invoices within reasonable period but not exceeding 30 (thirty) days after its receipt thereof. All payments shall be made in Indian Rupees.
- b. The Bank may withhold payment of any product/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 evidences, 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 invoices.

## **15. GENERAL INDEMNITY**

- i. Service Provider agrees and hereby keeps the Bank indemnified against all claims, actions, loss, damages, costs, expenses, charges, including legal expenses (Attorney, Advocates fees included) which the Bank may suffer or incur on account of (i) Services Provider's breach of its warranties, covenants, responsibilities or obligations; or (ii) breach of confidentiality obligations mentioned in this Agreement; or (iii) any willful misconduct and gross negligent acts on the part of employees, agents, representatives or sub-contractors (if allowed) of Service Provider. Service Provider agrees to make good the loss suffered by the Bank.
- ii. Subject to clause 16.ii.a and 16.ii.b of this Agreement, Service Provider, 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, trade mark, copyright, trade secrets or industrial design rights of any third party arising from the Services or use of software/product under this Agreement.
  - a. The Bank will give (a) notice to Service Provider of any such claim without delay/provide reasonable assistance to Service Provider in disposing of the claim; (b) sole authority to defend and settle such claim and; (c) will at no time admit to any liability for or express any intent to settle the claim provided that (i) Service Provider shall not partially settle any such claim without the written consent of the Bank, unless such settlement releases the Bank fully from such claim; (ii) Service Provider shall promptly provide the Bank with copies of all pleadings or similar documents relating to any such claim; (iii) Service Provider shall consult with the Bank with respect to the defense and settlement of any such claim; and (iv) in any litigation to which the Bank is also a party, the Bank shall be entitled to be separately represented at its own expenses by counsel of its own selection.
  - b. 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 product by the Bank.

## 16. TERMINATION

- i. The Bank may, without prejudice to any other remedy for breach of Agreement, by written notice of not less than 30 (thirty) 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 Agreement, or any extension thereof granted by the Bank;
  - b. If Service Provider fails to perform any other obligation(s) under the Agreement;
  - c. Violations of any terms and conditions stipulated in the RFP;
  - d. On happening of any termination event mentioned herein above in this Agreement.

Prior to providing a written notice of termination to Service Provider under clause 16.i (a) to 16.i (c), the Bank shall provide Service Provider with a written notice of 30 (thirty) 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.

- ii. The Bank, by written notice of not less than 90 (ninety) days, may terminate the Agreement, in whole or in part, for its convenience, provided same shall not be invoked by the Bank before completion of half of the total Contract period (including the notice period). In the event of termination of the Agreement for the Bank's convenience, Service Provider shall be entitled to receive payment for the Services rendered (delivered) up to the effective date of termination.
- iii. 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, products and services similar to those undelivered, and subject to clause 17 Service Provider shall be liable to the Bank for any increase in cost for such similar products and/or services. However, Service Provider shall continue performance of the Agreement to the extent not terminated.
- iv. The Bank shall have a right to terminate the Agreement immediately by giving a notice in writing to Service Provider in the following eventualities:
- v. 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.

- vi. If Service Provider applies to the Court or passes a resolution for voluntary winding up of Service Provider or any other creditor / person files a petition for winding up or dissolution of Service Provider.
- vii. If any acts of commission or omission on the part of Service Provider or its agents, employees, sub-contractors or representatives, in the reasonable opinion of the Bank tantamount to fraud or prejudicial to the interest of the Bank or its employee(s).
- viii. 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.
- ix. In the event of the termination of the Agreement, Service Provider shall be liable and responsible to return to the Bank all records, documents, data and information including Confidential Information pertains to or relating to the Bank in its possession.
- x. 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.
- xi. Upon termination or expiration of this Agreement, all rights and obligations of the Parties hereunder shall cease, except such rights and obligations as may have accrued on the date of termination or expiration; the obligation of confidentiality and indemnity; obligation of payment; Governing Law clause; Dispute resolution clause; and any right which a Party may have under the applicable Law.

## **17. LIMITATION OF LIABILITY**

- i. The maximum aggregate liability of Service Provider, subject to clause 18.iii, 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.
- 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 in clause 17.i shall not apply with respect to:
  - a. claims that are the subject of indemnification pursuant to infringement of third party Intellectual Property Right;

- b. damage(s) occasioned by the Gross Negligence or Willful 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 17.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, harmful consequences to the other party, which such party knew, or would have known if it was acting as a reasonable person, would result from such act or failure to act for which such Party is legally liable. Notwithstanding the forgoing, Gross Negligence shall not include any action taken in good faith.

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

## **18. CONTINGENCY PLANS & CONTINUITY ARRANGEMENTS**

- i. 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.
- ii. Service Provider agrees for the following continuity arrangements to ensure the business continuity of the Bank.
  - a. 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 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.
  - b. During the transition phase, the existing Service Provider shall render all reasonable assistances 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.

## **19. DISPUTE RESOLUTION**

- i. All disputes or differences whatsoever arising between the parties out of or in connection with the RFP and Contract thereto (including dispute concerning interpretation) or in discharge of any obligation arising out of the RFP and 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 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 Courts of Mumbai only. The competent Courts in Mumbai, Maharashtra shall have exclusive jurisdiction in this regard.
- ii. Service Provider shall continue work under the Contract during the dispute resolution unless otherwise directed by the Bank or unless the matter is such that the work cannot possibly be continued until the decision of the competent court is obtained.

## **20. GOVERNING LAW**

The Agreement shall be governed and construed in accordance with the Laws of Republic of India.

## **21. 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.

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

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

## **23. ENTIRE AGREEMENT**

- i. 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.



- ii. The following documents along with all addenda issued thereto shall be deemed to form and be read and construed as 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:
  - a. This Agreement;
  - b. Annexure of Agreement; and
  - c. RFP

If there is any conflict between the terms and conditions of this Agreement and respective RFQs, the terms and conditions mentioned in the respective RFQ shall prevail to the extent of such conflict.

## 24. NOTICES

- i. Any notice or any other communication required to be given under this Agreement shall be in writing and may be given by delivering the same by hand or sending the same by prepaid registered mail, postage prepaid, telegram or facsimile to the relevant address set forth below or such other address as each Party may notify in writing to the other Party from time to time. Any such notice given as aforesaid shall be deemed to be served or received at the time upon delivery (if delivered by hand) or upon actual receipt (if given by postage prepaid, telegram or facsimile).
- ii. A notice shall be effective when it is delivered or on the effective date of the notice, whichever is later.
- iii. Address for communication to the Parties are as under:

To the Bank

\_\_\_\_\_  
\_\_\_\_\_

To Service Provider

\_\_\_\_\_  
\_\_\_\_\_

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

## 25. MISCELLANEOUS

- i. 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.

- ii. 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.
  - iii. 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.
  - iv. If this Agreement is signed in counterparts, each counterpart shall be deemed to be an original.
  - v. 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.
  - vi. Service Provider agrees that they shall not use the logo, trademark, copy rights or other proprietary rights of the Bank in any advertisement or publicity materials or any other written communication with any other party, without the prior written consent of the Bank.
  - vii. The Parties agree that the Bank shall have the right, but without any obligation to monitor and assess the Services to enable the Bank to take necessary corrective measures, provided any such monitoring shall not amount to supervision of any of the jobs of Service Provider or the employees of Service Provider.
  - viii. Service Provider agrees that the complaints/feedback, if any received from the customers of the Bank in respect of the Services by Service Providers shall be recorded and Bank/Reserve Bank of India shall have access to such records and redressal of customer complaints by Service Provider.
10. 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.

**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 and Central Office at State Bank Bhavan, Madame Cama Road, Nariman Point, Mumbai-21 and its Global IT Centre at Sector-11, CBD Belapur, Navi Mumbai- 400614 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.

3. 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 the Service Provider appoints any Sub-Contractor (if allowed) then the Service Provider may disclose confidential information to such Sub-Contractor subject to such Sub Contractor giving the Bank an undertaking in 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 constructed a breach of this Agreement by Receiving Party.
- (b) Receiving Party may disclose Confidential Information in accordance with judicial or other governmental order to the intended recipients (as detailed in this clause),

provided Receiving Party shall give Disclosing Party reasonable notice (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 the 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 and 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 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) In case of any dispute, both the parties agree for neutral third party arbitration. Such arbitrator will be jointly selected by the two parties and he/she may be an auditor,

lawyer, consultant or any other person of trust. The said proceedings shall be conducted in English language at Mumbai and in accordance with the provisions of Indian Arbitration and Conciliation Act 1996 or any Amendments or Re-enactments thereto. Nothing in this clause prevents a party from having recourse to a court of competent jurisdiction for the sole purpose of seeking a preliminary injunction or any other provisional judicial relief it considers necessary to avoid irreparable damage. This Agreement shall be governed by and construed in accordance with the laws of Republic of India. Each Party hereby irrevocably submits to the exclusive jurisdiction of the courts of Mumbai.

- (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 \_\_\_\_\_ year(s) 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 party agree that all Feedback is and shall be entirely voluntary and shall not in absence of separate agreement, create any confidentially obligation for the receiving party. However, the Receiving Party shall not disclose the source of any feedback without the providing party's consent. Feedback shall be clearly designated as such and, except as otherwise provided herein, each party shall be free to disclose and use such Feedback as it sees fit, entirely without obligation of any kind to other party. The foregoing shall not, however, affect either party's obligations hereunder with respect to Confidential Information of other party.





Dated this \_\_\_\_\_ day of \_\_\_\_\_ (Month) 20\_\_ 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 provide strictly in Excel format)**

| <b>Vendor Name</b> | <b>Sl. No</b> | <b>RFP Page No</b> | <b>RFP Clause No.</b> | <b>Existing Clause</b> | <b>Query/Suggestions</b> |
|--------------------|---------------|--------------------|-----------------------|------------------------|--------------------------|
|                    |               |                    |                       |                        |                          |
|                    |               |                    |                       |                        |                          |
|                    |               |                    |                       |                        |                          |
|                    |               |                    |                       |                        |                          |



**CV OF PROPOSED RESOURCE**

|                 |                                                                        |                                                                |                    |
|-----------------|------------------------------------------------------------------------|----------------------------------------------------------------|--------------------|
| 1               | Name:                                                                  |                                                                |                    |
| 2               | Proposed                                                               |                                                                |                    |
| 3               | Position:<br>Employer:                                                 |                                                                |                    |
| 4               | Date of Birth:                                                         | Gender                                                         |                    |
| 5               | Education                                                              |                                                                |                    |
|                 | School College and/ or<br>University Attended                          | Degree/ Certificate or other<br>Specialized education obtained | Date Obtained      |
|                 |                                                                        |                                                                |                    |
|                 |                                                                        |                                                                |                    |
| 6               | Professional Certification or Membership in Professional Associations: |                                                                |                    |
| 7               | Other Relevant Training:                                               |                                                                |                    |
| 8               | Countries of Work Experience:                                          |                                                                |                    |
| 9               | Languages:                                                             |                                                                |                    |
|                 | Language                                                               | Speaking                                                       | Reading<br>Writing |
|                 |                                                                        |                                                                |                    |
|                 |                                                                        |                                                                |                    |
|                 |                                                                        |                                                                |                    |
| Employer Record |                                                                        |                                                                |                    |
|                 | From:                                                                  | To:                                                            |                    |
|                 | Employer                                                               |                                                                |                    |
|                 | Position Held                                                          |                                                                |                    |
|                 | From:                                                                  | To:                                                            |                    |
|                 | Employer:                                                              |                                                                |                    |
|                 | Position Held:                                                         |                                                                |                    |
|                 | From:                                                                  | To:                                                            |                    |
|                 | Employer:                                                              |                                                                |                    |
|                 | Position Held:                                                         |                                                                |                    |



|                                                                                   |                                     |  |
|-----------------------------------------------------------------------------------|-------------------------------------|--|
| 11. Detailed<br>Tasks Assigned:                                                   |                                     |  |
| 12. Work Undertaken that Best Illustrates Capability to Handle the Tasks Assigned |                                     |  |
| Project 1:                                                                        | Name of<br>Assignment or<br>Project |  |
|                                                                                   | Year                                |  |
|                                                                                   | Location                            |  |
|                                                                                   | Client                              |  |
|                                                                                   | Main Project<br>Features            |  |
|                                                                                   | Position Held                       |  |
|                                                                                   | Activities<br>Performed             |  |
|                                                                                   |                                     |  |
| Project 2:                                                                        | Name of<br>Assignment or<br>Project |  |
|                                                                                   | Year                                |  |
|                                                                                   | Location                            |  |
|                                                                                   | Client                              |  |
|                                                                                   | Main Project<br>Features            |  |
|                                                                                   | Position Held                       |  |
|                                                                                   | Activities<br>Performed             |  |
|                                                                                   |                                     |  |

**FORMAT FOR SUBMISSION OF CLIENT REFERENCES**

**To whosoever it may concern**

| <b>Particulars</b>                                                                                                                                  | <b>Details</b> |
|-----------------------------------------------------------------------------------------------------------------------------------------------------|----------------|
|                                                                                                                                                     |                |
| <b>Client Information</b>                                                                                                                           |                |
| Client Name                                                                                                                                         |                |
| Client address                                                                                                                                      |                |
| Name of the contact person and designation                                                                                                          |                |
| Phone number of the contact person                                                                                                                  |                |
| E-mail address of the contact person                                                                                                                |                |
| <b>Project Details</b>                                                                                                                              |                |
| Name of the Project                                                                                                                                 |                |
| Start Date                                                                                                                                          |                |
| End Date                                                                                                                                            |                |
| Details of the Solutions deployed                                                                                                                   |                |
| Solution Deployed On premise OR Deployed on Public Cloud                                                                                            |                |
| Transit Mode Operator                                                                                                                               |                |
| Different modes of Payment solutions implemented                                                                                                    |                |
| Implementation of AFC System for non-transit projects such as Utility payments, municipal services, universities and any other additional use case. |                |
| Current Status (In Progress / Completed)                                                                                                            |                |
| <b>Size of Project</b>                                                                                                                              |                |
| Value of Work Order (In Lakh) (only single work order)                                                                                              |                |
|                                                                                                                                                     |                |

**Name & Signature of authorised signatory**

**Seal of 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 \_\_\_\_\_ 201 , between, on the one hand, the State Bank of India a body corporate incorporated under the State Bank of India Act, 1955 having its Corporate Centre at State Bank Bhavan, Nariman Point, Mumbai through its \_\_\_\_\_ Department / Office at Global IT Center at CBD Belapur, \_\_\_\_\_ 400614, (hereinafter called the "BUYER", which expression shall mean and include, unless the context otherwise requires, its successors) of the First Part

And

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

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

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

NOW, THEREFORE,

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

- 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**

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

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



- 2.12 The BIDDER shall not instigate or cause to instigate any third person to commit any of the actions mentioned above.
- 2.13 If the BIDDER or any employee of the BIDDER or any person acting on behalf of the BIDDER, either directly or indirectly, is a relative of any of the officers of the BUYER, or alternatively, if any relative of an officer of the BUYER has financial Interest/stake in the BIDDER's firm, the same shall be disclosed by the BIDDER at the time of filing of tender. The term 'relative' for this purpose would be as defined in Section 6 of the Companies Act 1956.
- 2.14 The BIDDER shall not lend to or borrow any money from or enter into any monetary dealings or transactions, directly or indirectly, with any employee of the BUYER.

### **3. Previous Transgression**

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

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

- 4.1 While submitting commercial Bid, the BIDDER shall deposit an amount (specified in RFP) as Earnest Money/Security Deposit, with the BUYER through any of the mode mentioned in the RFP / Bid document and no such mode is specified, by a Bank Draft or a Pay Order in favour of State Bank of India from any Bank including SBI . However payment of any such amount by way of Bank Guarantee, if so permitted as per Bid documents / RFP should be from any Scheduled Commercial Bank other than SBI and promising payment of the guaranteed sum to the BUYER on demand within three working days without any demur whatsoever and without seeking any reasons whatsoever. The demand for payment by the BUYER shall be treated as conclusive proof for making such payment to the BUYER.
- 4.2 Unless otherwise stipulated in the Bid document / RFP, the Earnest Money/Security Deposit shall be valid upto a period of five years or the complete conclusion of the contractual obligations to the complete satisfaction of both the BIDDER and the BUYER, including warranty period, whichever is later.
- 4.3 In case of the successful BIDDER a clause would also be incorporated in the Article pertaining to Performance Bond in the Purchase Contract that the provisions of Sanctions for Violation shall be applicable for forfeiture of

Performance Bond in case of a decision by the BUYER to forfeit the same without assigning any reason for imposing sanction for violation of this Pact.

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

#### **5. Sanctions for Violations**

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

- (i) To immediately call off the pre contract negotiations without assigning any reason and without giving any compensation to the BIDDER. However, the proceedings with the other BIDDER(s) would continue, unless the BUYER desires to drop the entire process.
- (ii) The Earnest Money Deposit (in pre-contract stage) and/or Security Deposit/Performance Bond (after the contract is signed) shall stand forfeited either fully or partially, as decided by the BUYER and the BUYER shall not be required to assign any reason therefore.
- (iii) To immediately cancel the contract, if already signed, without giving any compensation to the BIDDER.
- (iv) To recover all sums already paid by the BUYER, and in case of an Indian BIDDER with interest thereon at 2% higher than the prevailing Base Rate of State Bank of India, while in case of a BIDDER from a country other than India with interest thereon at 2% higher than the LIBOR. If any outstanding payment is due to the BIDDER from the BUYER in connection with any other contract for any other stores, such outstanding could also be utilized to recover the aforesaid sum and interest.
- (v) To encash the advance bank guarantee and performance bond/warranty bond, if furnished by the BIDDER, in order to recover the payments, already made by the BUYER, along with interest.
- (vi) To cancel all or any other Contracts with the BIDDER. The BIDDER shall be liable to pay compensation for any loss or damage to the BUYER resulting from such cancellation/rescission and the BUYER shall be entitled to deduct the amount so payable from the money(s) due to the BIDDER.
- (vii) To debar the BIDDER from participating in future bidding processes of the BUYER or any of its Subsidiaries for a minimum period of five years, which may be further extended at the discretion of the BUYER.
- (viii) To recover all sums paid, in violation of this Pact, by BIDDER(s) to any middleman or agent or broker with a view to securing the contract.
- (ix) Forfeiture of Performance Bond in case of a decision by the BUYER to forfeit the same without assigning any reason for imposing sanction for violation of this Pact.

(x) Intimate to the CVC, IBA, RBI, as the BUYER deemed fit the details of such events for appropriate action by such authorities.

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

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

#### 6. **Fall Clause**

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

#### 7. **Independent Monitors**

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

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

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

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

For BUYER

Name of the Officer.

Designation

Office / Department / Branch

State Bank of India.

For BIDDER

Chief Executive Officer/

Authorised Signatory

Designation

Witness

1

2

Witness

1.

2.

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

LIST OF ABBREVIATIONS

|         |                                                         |
|---------|---------------------------------------------------------|
| AVM     | ADD VALUE MACHINE                                       |
| PTO     | PUBLIC TRANSPORT ORGANIZATION                           |
| RFP     | REQUEST FOR PROPOSAL                                    |
| TOM     | TICKET OFFICE MACHINE                                   |
| TR      | TICKET READER                                           |
| TVM     | TICKET VENDING MACHINE                                  |
| PTO     | PUBLIC TRANSPORT OPERATOR                               |
| AFCS    | AUTOMATIC FARE COLLECTION SYSTEM                        |
| NCMC    | NATIONAL COMMON MOBILITY CARD                           |
| EMV     | EURO MASTER VISA                                        |
| SI      | SYSTEM INTEGRATOR                                       |
| LHO     | LOCAL HEAD OFFICE                                       |
| IT      | INFORMATION TECHNOLOGY                                  |
| SBG     | STATE BANK GROUP COMPANIES                              |
| RFQ     | REQUEST FOR QUOTATION                                   |
| VPN     | VIRTUAL PRIVATE NETWORK                                 |
| OEM     | ORIGINAL EQUIPMENT MANUFACTURER                         |
| POA     | POWER OF ATTORNEY                                       |
| DSC     | DIGITAL SIGNATURE CERTIFICATE                           |
| SLA     | SERVICE LEVEL AGREEMENT                                 |
| KPI     | KEY PERFORMANCE INDICATORS                              |
| PPP-MII | PUBLIC PROCUREMENT PREFERENCE TO MAKE IN INDIA          |
| UAT     | USER ACCEPTANCE TEST                                    |
| AMC     | ANNUAL MAINTENANCE CONTRACT                             |
| ATS     | APPLICATION TRACKING SYSTEM                             |
| S&S     | SOFTWARE SUBSCRIPTION AND SUPPORT                       |
| PR      | PERMANENT RECOVERY                                      |
| DR      | DISASTER RECOVERY                                       |
| MSE     | MICRO & SMALL ENTERPRISES                               |
| NSIC    | NATIONAL SMALL INDUSTRIES CORPORATION                   |
| DPIIT   | DEPARTMENT FOR PROMOTION OF INDUSTRY AND INTERNAL TRADE |
| RBI     | RESERVE BANK OF INDIA                                   |
| IBA     | INDIAN BUSINESS ASSOCIATION                             |
| ISO     | INTERNATIONAL ORGANIZATION FOR STANDARDIZATION          |

|         |                                                |
|---------|------------------------------------------------|
| CMMI    | CAPABILITY MATURITY MODEL INTEGRATION          |
| PCI-DSS | PAYMENT CARD INDUSTRY DATA SECURITY STANDARD   |
| PA-DSS  | PCI PAYMENT APPLICATION DATA SECURITY STANDARD |
| IEC     | INTERNATIONAL ELECTROTECHNICAL COMMISSION      |
| ISI     | INTERNATIONAL ELECTROTECHNICAL COMMISSION (    |
| CSC     | COMMON SERVICE CENTRES                         |
| QR      | QUICK RESPONSE                                 |
| NFC     | NEAR FIELD COMMUNICATION                       |
| GSTIN   | GOODS AND SERVICES TAX IDENTIFICATION NUMBER   |
| RTO     | RECOVERY TIME OBJECTIVE                        |
| RPO     | RECOVERY POINT OBJECTIVE                       |