



**REQUEST FOR PROPOSAL FOR SCANNING AND  
DIGITISATION AT VARIOUS SBI CENTRES PAN INDIA**

**Ref: CPCOP/RK/BNM/03  
Dated 15.02.2019**

**The Dy. General Manager (CPCOP)  
State Bank of India  
Corporate Centre,  
Ballard Estate,  
Mumbai – 400001**

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## 1. Invitation to Bid:

- 1.1. **State Bank of India** (herein after referred to as “**SBI/the Bank**” is the largest Bank of the country, having its Corporate Centre at Mumbai and various other offices (Local/ Head Offices/ Zonal Offices/RBOs/Global Link Services, Global IT Centre, Processing Centers like LCPC, etc. and branches/other offices, other subsidiary companies). SBI has the largest network of over 24000 branches across the country and spread over 72 countries. This Request for Proposal (RFP) is being issued for selection of Vendor(s) (hereinafter referred to as the Vendor/Service Provider) for **scanning and digitization of documents digitizing the records of Account Opening Forms (AOFs) along with associated enclosures stored at 16 Liability Central Processing Centre (LCPCs), GNC and also relevant records etc. held at any location of the Bank or held at Bank’s Document Archival Centre (DACs) or some other storage facility spread over India.** The scope may be increased based on future requirements of the bank to cover records of branches within the control of the respective LHOs. A list of LHOs and locations of LCPCs & DAC is attached at **Annexure-‘B’**.
- 1.2. The RFP intend to select vendors to do the job of scanning and digitization of AOFs. Bidders therefore will submit one technical bid for Pan India and one indicative commercial bid per Zone. Technical bid will be evaluated first. Bidders selected in technical bid will be allowed to participate in commercial bid through e-reverse auction. Bank may use Indicative commercial bid provided by such bidders (selected in commercial bid) as reference in reverse auction..
- 1.3. The purpose of RFP is to invite proposals from experienced Service Providers of repute and credentials for providing the facility of scanning and digitization at bank's required Centers/Locations, i.e. as per attached **Annexure-‘B’** .
- 1.4. In order to meet the scanning and digitization requirement, the Bank proposes to invite tenders from eligible vendors to set up and undertake scanning and digitization , as per details/**scope of work** mentioned in **Annexure-D** of this RFP document. Bank proposes to select vendor Zone wise.
- 1.5. Bidder shall mean any entity (i.e. juristic person) who meets the **eligibility criteria given in Annexure-C (i) & Annexure – C(ii)** of this RFP and willing to provide the services as required in this bidding document. The interested Bidders who agree to all the terms and conditions contained in this document may submit their Bids with the information desired in this bidding document (Request for Proposal) on bid formats as per **Annexures- C(i) , C(ii),F, G, H, I, J, M, and**

**supporting documents / certificates mentioned there in . The Bidder is also required to submit letter of authority from the company authorizing to sign bid documents and participate in bid process on behalf of the company.**

- 1.6. Address for submission of Bids, contact details including email address for sending communications are given in part II of this RFP document.
- 1.7. This document shall not be transferred, reproduced or otherwise used for purpose other than for which it is specifically issued.
- 1.8. Interested Bidders are advised to go through the entire document before submission of Bids to avoid any chance of elimination. The eligible Bidders desirous of taking up the project for Scanning and digitization and providing various services related thereto to the SBI are invited to submit their technical and commercial 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 expertise, capability & experience to provide the proposed services adhering to Bank's requirements outlined in this RFP.

## **2. Disclaimer:**

- 2.1 The information contained in this RFP document or information provided subsequently to Bidder(s) whether verbally or in documentary form/email by or on behalf of State Bank of India (Bank), is subject to the terms and conditions set out in this RFP document.
- 2.2 This RFP is not an offer by State Bank of India, but an invitation to receive responses from the eligible Bidders. No contractual obligation whatsoever shall arise from the RFP process unless and until a formal contract is duly signed and executed by authorized official(s) of State Bank of India with the selected Bidder.
- 2.3 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 may seek necessary clarifications, if need be. The Bank may in its absolute discretion, but without being

under any obligation to do so, update, amend or supplement the information in this RFP.

- 2.4 The Bank, its employees and advisors make no representation or warranty and shall have no liability to any person, including any Applicant or 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.
- 2.5 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.
- 2.6 The issue of this RFP does not imply that the Bank is bound to select a Bidder or to appoint the Selected Bidder or Concessionaire, as the case may be, for the Project and the Bank reserves the right to reject all or any of the Bidders or Bids without assigning any reason whatsoever.
- 2.7 The Bidder is expected to examine all instructions, forms, terms and specifications in the bidding document. Failure to furnish all information required by the bidding document or to submit a Bid not substantially responsive to the bidding document in all respects will be at the Bidder's risk and may result in rejection of the Bid.
- 2.8 The Bidder shall bear all cost in connection with bidding.

### 3. Definitions:

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

- 3.1 **“The Bank”** means the State Bank of India constituted under the State of India Act, 1955, which has invited the bids for scanning and digitization from the eligible vendors. Bank also refers to branch/LCPC/ DAC/ CPCs/LHO/ Department/ Offices as the context may require.
- 3.2 **“Bidder/Service Provider/System Integrator”** means an eligible entity/firm submitting the Bid in response to this RFP.

- 3.3 **“Bid”** means the written reply or submission of response to this RFP.
- 3.4 **“The Contract”** means the agreement entered into between the Bank and the Vendor, as recorded in the Contract Form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein.
- 3.5 **“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 successful Bidder as per the selection criteria set out in the RFP and to whom notification of award has been given by Bank.
- 3.6 **“The Contract Price/Project Cost”** means the price payable to the Vendor under the Contract for the full and proper performance of its contractual obligations.
- 3.7 **“The Equipment/Product”** means software / firmware / operating software which the Vendor is required to supply to the Bank under the Contract.
- 3.8 **“The Services”** means those services ancillary to the supply of the equipment/product, such as transportation, transit insurance, installation, commissioning, customization, integration, provision of technical assistance, training, maintenance and other such obligations of the Vendor covered under the Contract.
- 3.9 **“The Project”** means scanning and digitization at Bank’s premises by the vendor at his own cost on Build, Own, Operate basis and installation, testing and commissioning of various gadgets/computer system and regular maintenance, for the contract period.
- 3.10 **“The Project Site”** means locations where scanning and digitization being undertaken.

#### **4. Scope of Work and Standard Operating Procedure**

As given in **Annexure D** of this document.

## 5. Eligibility criteria, technical & functional specification:

- i. Bid is open to all Bidders who meet all items of the eligibility criteria and Technical & functional specifications as in **Annexure-C (i) & C(ii)**. The Bidder has to submit the documents substantiating eligibility criteria as mentioned in **Annexure-C (i) & C(ii)**.
- i. The Bidder shall also submit **PRE-CONTRACT INTEGRITY PACT** along with technical Bid as prescribed by the Govt. of India (**Annexure-M**) duly signed by the Bidder on each page and witnessed by two persons. The agreement shall be stamped as applicable in the State where it is executed. Bid submitted without PRE-CONTRACT INTEGRITY PACT, as per the format provided in the RFP, shall not be considered. (**PRE-CONTRACT INTEGRITY PACT clause is applicable for all RFPs of value Rs. 10.00 (ten) crores and above.**)

## 6. Cost of Bid documents:

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.

Bidders to submit DD of Rs 25000/- as cost of tender along with technical bid. The amount is nonrefundable. Concession as per MSMED Act will be extended to MSE vendors.

## 7. Clarifications on RFP:

- 7.1 Bidder requiring any clarification of the bidding document may notify the Bank in writing strictly as per the format given in **Annexure-L** at the address and by e-mail



given in part II of this document within the date/time mentioned in the schedule of events.

7.2 The queries received and response of the Bank thereof will be discussed in pre bid meeting and also will be posted on the Bank's website as per date given in Part II of this document or conveyed to the Bidders.

7.3 SBI reserves the right to amend, rescind or reissue the RFP, at any time prior to the deadline for submission of Bids. The Bank, for any reason, whether, on its own initiative or in response to a clarification requested by a prospective Bidder, may modify the bidding document, by amendment which will be made available to the Bidders by way of corrigendum/addendum. The interested parties/Bidders are advised to check the Bank's website regularly till the date of submission of Bid document specified in the schedule of events/email and ensure that clarifications / amendments issued by the Bank, if any, have been taken into consideration before submitting the Bid. Such amendments/clarifications, if any, issued by the Bank will be binding on the participating Bidders. Bank will not take any responsibility for any such omissions by the Bidder.

7.4 SBI, at its own discretion, may extend the deadline for submission of Bids in order to allow prospective Bidders a reasonable time to prepare the Bid, for taking the amendment into account. Nothing in this RFP or any addenda/corrigenda or clarifications issued in connection thereto is intended to relieve Bidders from forming their own opinions and conclusions in respect of the matters addressed in this RFP or any addenda/corrigenda or clarifications issued in connection thereto/thereof.

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

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

## **8. Contents of bid documents:**

8.1 The Bidder must thoroughly study/analyze and properly understand the contents of this RFP document, its meaning and impact of the information contained therein.

8.2 Failure to furnish all information required in the bidding document or submission of Bid not responsive to the bidding documents in any respect will be at the Bidder's risk and responsibility and the same may finally result in rejection of its Bid. SBI has made considerable effort to ensure that accurate information is contained in this RFP and is supplied solely as guidelines for Bidders.

8.3 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 contained in RFP and its addenda, if any.

8.4 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.

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

## 9. Earnest Money Deposit (EMD):

9.1 The Bidder shall furnish EMD for the amount and validity period mentioned in Part II of this document.

9.2 EMD is required to protect the Bank against the risk of Bidder's conduct.

9.3 The EMD may be in the form of a Demand Draft or Pay Order or Bank Guarantee [on the lines of **Annexure-E (ii)**], issued by a Scheduled Commercial Bank in India, other than State Bank of India, drawn in favour of State Bank of India payable at Mumbai..

9.4 Any Bid not accompanied by EMD for the specified amount as mentioned elsewhere in the RFP will be rejected as non-responsive.

9.5 The EMD of the unsuccessful Bidders shall be returned within 2 weeks from the date of Bid finalization.

9.6 The EMD of successful Bidder will be retained as Initial deposit and will be kept along with the Performance Bank Guarantee till end of the contract period.

9.7 No interest is payable on EMD.

9.8 The EMD may be forfeited: -

- a. if a Bidder withdraws his Bid during the period of Bid validity specified in this RFP; or
- b. if a Bidder makes any statement or encloses any form which turns out to be false / incorrect at any time prior to signing of Contract; or
- c. if the successful Bidder fails to sign the contract or furnish

Performance Bank Guarantee, within the specified time period in the RFP/Purchase Order.

- 9.9 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.
- 9.10 Concession as per MSMED Act will be extended to MSE vendors

## 10. Bid Preparation and submission:

The Bid is to be submitted in two separate envelopes.

10.1 One of the envelopes is to be prominently marked as, **Technical Proposal for Scanning and Digitization in response to RFP No. dated \_\_\_\_\_**. This envelope should contain following documents and properly sealed:

- (a) Bid covering letter/Bid form on the lines of **Annexure - A** on Bidder's letter head.
- (b) Earnest Money Deposit (EMD) as specified in this document.
- (c) A letter on Bidder's letter head: -
- (i) Mentioning details of EMD submitted, technical competence and experience of the Bidder
  - (ii) Certifying that the period of the validity of the Bid is as per terms of this RFP.
  - (iii) Confirming that the Bidder has quoted for all the items/services mentioned in this RFP in their commercial Bid.
  - (iv) Confirming that they agree with all the terms and conditions mentioned in the RFP.
  - (v) Specific response with supporting documents in respect of Eligibility Criteria as mentioned in **Annexure-C (i) & C(ii)**.
  - (vi) Bidders to submit DD of Rs 25000/- as cost of tender along with technical bid. The amount is nonrefundable.
- (d) Bidder's details as per **Annexure-F** on Bidder's letter head.
- (e) Licensing details of operating software/firmware.
- (f) Any deviations sought from technical criteria/specifications given in RFP.
- (g) Audited balance sheets and profit and loss account statement for last three years.
- (h) A copy of board resolution or power of attorney showing that the signatory has been duly authorized to sign the Bid document.

(j) Detailed explanation of functioning of Hardware/firmware.

10.2 The second sealed envelope prominently marked as **Indicative Price Proposal for Scanning and digitization, in response to the RFP No. \_\_\_\_\_ dated \_\_\_\_\_**. This envelope should contain only price Bid strictly on the lines of **Annexure-G**. The Indicative Price must include all the price components mentioned. Prices are to be quoted in Indian Rupees only.

10.3 Bidders may please note:

- a. The Bidder should quote for the entire package on a single responsibility basis for infrastructure / software / services it proposes to supply.
- b. While submitting the Technical Bid, literature, if any, on the infrastructure / hardware and its associated operating software should be segregated and kept together in one section / lot in a separate envelope.
- c. Care should be taken that the Technical Bid shall not contain any price information. Such proposal, if received, will be rejected.
- d. The Bid document shall be complete in accordance with various clauses of the RFP document or any addenda/corrigenda or clarifications issued in connection thereto, duly signed by the authorized representative of the Bidder and stamped with the official stamp of the Bidder. Board resolution authorizing representative to Bid and make commitments on behalf of the Bidder is to be attached.
- e. Bank's decision on opening of bids and further processing of bids irrespective of minimum number of bids received in the tender, will be final and binding.
- f. Prices quoted by the Bidder shall remain fixed for the period specified in part II of this document and shall not be subjected to variation on any account, including exchange rate fluctuations and custom duty. **A Bid submitted with an adjustable price quotation will be treated as non-responsive and will be rejected.**
- 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 or the price quoted.
- 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 in indelible ink and shall be 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 with rubber stamp of the participating Bidder's company. The person or persons signing the Bids shall initial all pages of the Bids, except for un-amended printed literature.
- l. Any inter-lineation, erasures or overwriting shall be valid only if these are initialed by the person signing the Bids.
- m. All pages of the Bid document shall be properly numbered and bound.
- n. The Bank reserves the right to reject Bids not conforming to above.
- o. The two sealed NON-WINDOW envelopes, one containing the Technical Bid and the other containing Financial Bid shall be put together and sealed in an outer NON-WINDOW envelope.
- p. All the envelopes shall be addressed to the Bank and delivered at the address given in **Part-II** of this RFP and should have name and address of the Bidder on the cover.
- q. If the envelope is not sealed and marked, the Bank will assume no responsibility for the Bid's misplacement or its premature opening.

**11. Deadline for Submission of Bids:**

- a. Bids must be received by the Bank at the address specified and by the date and time mentioned in the "Schedule of Events".
- b. In the event of the specified date for submission of Bids being declared a holiday for the Bank, the Bids will be received upto the appointed time on the next working day.
- c. 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.
- d. 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:**

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

## **13. Period of Validity of Bids:**

- a. Bids shall remain valid for one year from the last date of submission of bid. A Bid valid for a shorter period is liable to be rejected by the Bank as non- responsive.
- b. 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.
- c. The Bank reserves the right to call for fresh quotes at any time during the Bid validity period, if considered, necessary.

## **14. Bid Security**

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 SBI. The Bidders shall be deemed to license, and grant all rights to SBI, to reproduce the whole or any portion of their product for the purpose of evaluation, to disclose the contents of submission to other Bidders and to disclose and/ or use the contents of submission as the basis for RFP process.

## 15. Bidding process/Opening of Technical Bids:

- a) 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 available in part II of this document. The technical Bids will be opened in the presence of representatives of the Bidders who choose to attend the same. However, Bids may be opened even in the absence of representatives of one or more of the Bidders.
- b) In the first stage, only technical Bid will be opened and evaluated. Proposals 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 commercial Bid opening and further RFP evaluation process.
- c) The Bank will examine the Bids to determine whether they are complete, required formats have been furnished, the documents have been properly signed, EMD 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.
- d) Prior to the detailed evaluation, the Bank will determine the responsiveness of each Bid to the bidding document. For purposes of these Clauses, a responsive Bid is one, which conforms to all the terms and conditions of the bidding document in Toto, without any deviation.
- e) The Bank's determination of a Bid's responsiveness will be based on the contents of the Bid itself, without recourse to extrinsic evidence.
- f) After opening of the technical Bids and preliminary evaluation, some or all the Bidders may be asked at Bank's discretion, to make presentations on the infrastructure facilities, hardware, operating software/firmware proposed to be offered by them.
- g) 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 of only those bids will be carried out which are prima facie found to be responsive and where all the required papers and EMD, Affidavits etc. have been furnished. Before technical evaluation, the bank will examine the bids to determine whether they are complete, whether any computational errors have been made, whether required information have been provided as underlined in the bid document, whether the documents have been properly signed, and whether bids are generally in order. The bank will reject the bid determined as not substantially responsive.
- (ii) Technical evaluation will include technical information submitted as per technical Bid format, demonstration of proposed product/services, reference calls and site visits, wherever required. The Bidder may highlight the noteworthy/superior features of their product/services. The Bidder will, at Bank's discretion, demonstrate/substantiate all claims made in the technical Bid to the satisfaction of the Bank, the capability of the product/services to support all the required functionalities at their cost in their workplace/sites or those at other organizations where similar product/services are in use.
- (iii). The Bank reserves the right to evaluate the Bids on technical & functional parameters including factory/work place visit and witness demos of the system and verify functionalities, response times, etc.
- (iv) Bank will evaluate the technical and functional specifications, including the fulfillment of eligibility criteria as laid down in the RFP **(Para- 5)**
- (v) During evaluation and comparison of Bids, the Bank may, at its discretion ask the Bidders for clarification on the Bids received. The request for clarifications shall be in writing and no change in prices or substance of the Bid shall be sought, offered or permitted. No post Bid clarification at the initiative of the Bidder shall be entertained.

## 17. Technical Bid Evaluation Criteria:

As given in **Annexure-C (ii)** of this document.

## 18. Contacting the Bank:

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



opening of Price Bid to the time, the Contract is awarded.

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

**19. Award Criteria:**

- i. Bank will notify successful Bidders in writing by 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.
- ii. The successful Bidders will have to submit Non-disclosure Agreement (**Annexure-H**) and Performance Bank Guarantee for the amount and validity as desired in part II and strictly on the lines of format given at **Annexure-E (i)** of this document together with acceptance of all terms and conditions of RFP.
- iii. Copy of board resolution or power of attorney showing that the signatory has been duly authorized to sign the acceptance letter, contract and NDA should be submitted.
- iv. The notification of award will constitute the formation of the Contract.
- v. The successful Bidder(s) shall be required to enter into a contract/ SLA with the Bank, within 30 days of award of the tender or within such extended period as may be decided by the Bank.
- vi. Until the execution of a formal contract, the Bid document, together with the Bank's notification of award and the vendor's acceptance thereof, would constitute a binding contract between the Bank and the successful Bidder.
- vii. The contract/ agreement will be based on Bidder(s)' offer document with all its enclosures, modifications arising out of negotiation /clarifications etc. and will include SLA, project plan – phases & milestones and schedule, copies of all necessary documents, licenses, certifications etc.
- viii. 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.
- ix. Failure of the successful Bidder(s) to comply with the requirements/terms and conditions of this RFP shall constitute sufficient grounds for the annulment of the award and forfeiture of the EMD and/or PBG.

- x. Upon notification of award to the successful Bidder(s), the Bank will promptly notify the award of contract to the successful Bidder (s) on the Bank website. The EMD of each unsuccessful Bidder will be discharged and returned.
- xi. If L1 fails to take up the project in one month time from SLA date, Bank may impose penalty as per penalty clause Annexure K(i) and K(ii) , invoke PBG in addition to cancellation of contract awarded. Bank decision in this regard will be final and binding on all parties.
- xii. In **Annexure G**, ( Commercial Bid Format) if there is discrepancy in the unit price quoted in words and figures, the unit price quoted in words, shall be taken as correct and final
- xiii. Bank reserve the right to reject any or all the bidders in technical as well as commercial bid

## 20. Powers to Vary or Omit Work:

- i. No alterations, amendments, omissions, additions, suspensions or variations of the work (hereinafter referred to as variation) under the contract shall be made by the successful Bidder(s) 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(s) to make any variation without prejudice to the contract. The finally selected Bidder(s) 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(s), 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(s) to make such other modified variation without prejudice to the contract. The finally selected Bidder(s) shall carry out such variation and be bound by the same conditions as far as applicable as though the said variations occurred in the contract documents. If the Bank confirms its instructions, the successful Bidder(s) obligations shall be modified to such an extent as may be mutually agreed, if such variation is substantial and involves considerable extra cost. Any agreed difference in cost occasioned by such variation shall be added to or deducted from the contract price as the case may be.
- ii. In any case in which the successful Bidder(s) 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.

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

**21. No Waiver of Bank's Rights or Successful Bidder's Liability:**

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

**22. Change in Orders:**

- i. The Bank may, at any time, by a written order given to the Vendor, make changes within the general scope of the Contract in any manner.
- ii. If any such change causes an increase or decrease in the cost of, or the time required for the Vendor's performance of any provisions under the Contract, an equitable adjustment shall be made in the Contract Price or delivery schedule, or both, and the Contract shall accordingly be amended. Any claims by the Vendor for adjustment under this clause must be asserted within 15 days from the date of Vendor's receipt of Bank's change order.

**23. Contract Amendments:**

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

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

The Bank reserves the right to accept or reject any Bid in part or in full or to cancel the

bidding process and reject all Bids at any time prior to contract award, without incurring any liability to the affected Bidder or Bidders or any obligation to inform the affected Bidder or Bidders of the grounds for the Bank's action.

**25. Documentary Evidence Establishing Bidder's Eligibility and Qualifications:**

On acceptance of the Bid by the Bank, the Bidder needs to submit the undertaking of authenticity along with documentary evidence of their eligibility/qualifications to perform the Contract to the Bank's satisfaction: 'that adequate, specialized expertise are available with the Bidder to ensure that the services are responsive and the Bidder will assume total responsibility for the fault-free operation of the product proposed and maintenance thereof during the contract period'.

**26. Performance Bank Guarantee:**

(i) Performance Bank Guarantee [PBG] of the amount with validity period specified in Part II of this RFP strictly on the format at **Annexure-E (i)** is to be submitted by the finally selected Bidder. 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. Work Order will be released only after receipt of the Performance Bank Guarantee. In case, SBI is the sole Banker for the Bidder, a Letter of Comfort from SBI may be accepted .

- (ii) The PBG is required to protect the interest of the Bank against delay in supply/installation and or the risk of unsuccessful implementation of the project, or performance of the material or services sold, which may warrant invoking of PBG. In case any act of the bidder results in imposition of Liquidated Damages then also the Bank reserves the right to invoke the PBG.

**27. Compliance with IS Security Policy:**

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

- i. Responsibilities for data and application privacy and confidentiality
- ii. Responsibilities on system and software access control and administration.
- iii. Custodial responsibilities for data, software, hardware and other assets of the Bank being managed by or assigned to the Vendor
- iv. Physical Security of the facilities
- v. Physical and logical separation from other customers of the Vendor
- vi. Incident response and reporting procedures
- vi. Password Policy of the Bank

- vii. Data Encryption/Protection requirements of the Bank.
- viii. In general, confidentiality, integrity and availability must be ensured.

## 28. Penalty Clause

As mentioned in **Annexure K (i) & K(ii)** of this document.

## 29. Right to Verification:

The Bank reserves the right to verify any or all of the statements made by the Bidder in the tender document and to inspect the Bidder's facility, if necessary, to establish to its satisfaction about the Bidder's capacity/capabilities to perform the job.

## 30. Cost of Services :

- i. Total cost of services (taking into account costing of infrastructure/hardware equipment's/components/ software) with support would be the Total Price to be quoted in commercial Bid as per the format given (**Annexure-G**).
- ii. The order will be placed for end to end complete services as per **Annexure D**
- iii. The applicable TDS will be deducted at the time of payment of invoices.
- iv. Terms of payment are given in Part-II of this RFP document.
- v. Prices payable to the Vendor as stated in the Contract shall be firm and not subject to adjustment during performance of the Contract, irrespective of reasons whatsoever, including exchange rate fluctuations, any upward revision in duties, charges, etc.
- vi. The Bidder will pass on to the Bank, all fiscal benefits arising out of reductions, if any, in Government levies viz; sales tax, excise duty, custom duty, etc. or the benefit of discounts, if any, announced in respect of the cost of the items for which orders have been placed during that period.

## 31. Inspection and Quality Control Tests

- i. The Bank reserves the right to carry out inspection by a team of Bank officials or as and when demand a demonstration any time during scanning and digitization project.
- ii. The Vendor shall intimate the Bank before commencing the work of installation of infrastructure at the designated location. Successful conduct and conclusion of installation / operationalization of scanning and digitization shall be the sole responsibility of the bidder .
- iii. Provided that the Bank may, at its sole discretion, waive inspection of facility of bidder having regard to the value of the order and/or the nature of the work/goods and/or any other such basis as may be decided at the sole discretion of the

- Bank meriting waiver of such inspection.
- iv. In the event of the product/infrastructure failing to pass the acceptance test by the Bank, as per the specifications given, a period not exceeding two weeks will be given to rectify the defects and clear the acceptance test, failing which, the Bank reserves the right to cancel the work Order.
  - v. Nothing stated herein above shall in any way release the bidder from any warranty or other obligations under this Contract.

**32. Right to Audit:**

- i) The Selected Bidder (Service Provider) may have to get itself audited by Bank officials / internal / external empaneled Auditors appointed by the Bank / inspecting official from the Reserve Bank of India or any regulatory authority, covering the risk parameters finalized by the Bank. 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.
- 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. Cost of such correction if any to be incurred by the vendor.
- iii) Service Provider shall, whenever required by the Bank, furnish all relevant information, records/data to such auditors and/or inspecting officials of the Bank/Reserve Bank of India and or any regulatory authority. The Bank reserves the right to call and/or retain for any relevant material information /reports including audit or review reports undertaken by the service provider (e.g., financial, internal control and security reviews) and findings made on Selected Bidder in conjunction with the services provided to the Bank.
- iv). The Bank reserve the right to audit the bidder by its internal auditors from Internal Audit Department or any outside agencies as decided by the Bank. Cost of external auditor if appointed by Bank will bear by the Bank.

**33. Subcontracting:**

As per scope of the RFP, subcontracting is prohibited. In view of the confidential and sensitive nature of documents, the sub-contracting will not be permitted under any

circumstances. If the vendor is found to be sub-contracting, at any stage, the Bank will cancel the contract and forfeit the Performance Bank Guarantee besides taking other steps, as deemed fit by the Bank.

**34. Insurance:**

- i. All the infrastructure created by the vendor at the site shall have to be insured by the vendor at his cost to cover all the required risks. Bank will obtain insurance for records/documents etc and the building at its own cost.
- ii. Should any loss or damage occur, to vendor's infrastructure, the Vendor shall:
  - a. initiate and pursue claim till settlement and
  - b. Promptly make arrangements for repair and / or replacement of any damaged item to the satisfaction of the Bank, irrespective of settlement of claim by the underwriters.
- iii. Vendor to take adequate insurance for compensating Bank, the loss (storing or in scanning) suffered due to deficiencies in services either by the vendor or it's employees

**35. Validity of Agreement:**

The Agreement/SLA will be valid for a period of 2 years from the date of commencement of SLA and the rate agreed with an option to extend the SLA for further period 2 years on mutually agreed terms and conditions. Bank's decision in case of any dispute / non-agreement, will be final and binding to all parties concern.

**36. Limitation of liability:**

- i. For breach of any obligation mentioned in this RFP, subject to obligations mentioned in this clause, in no event Service Provider shall be liable for damages to the Bank arising under or in connection with this Agreement for an amount exceeding the total Cost of the service for a period of one year subject to a maximum of Rs.1.00 crores, besides other actions mentioned in the RFP like forfeiture of equipment, etc. Service provider will ensure Bank's data confidentiality and shall be responsible for liability arising in case of breach of any kind of security and/or leakage of confidential customer/Bank's related information to the extent of loss so caused.



- ii. The limitations set forth herein shall not apply with respect to:
- a) claims that are the subject of indemnification pursuant to IPR infringement,
  - b) damage(s) occasioned by the gross negligence, fraud or willful misconduct of Service Provider,
  - c) damage(s) occasioned by Service Provider for breach of Confidentiality Obligations,
  - d) When a dispute is settled by the Court of Law in India.
  - e) Regulatory or statutory fines imposed by a Government or Regulatory agency for non-compliance of statutory or regulatory guidelines applicable to the Bank, provided such guidelines were brought to the notice of Service Provider.

### **37. Confidentiality:**

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

### **38. Delay in the Vendor’s Performance:**

- i. Delivery installation, commissioning of the Products/Solution and performance of Services shall be made by the Vendor within three months of signing of agreement.
- ii. Any delay in performing the obligation/ defect in performance by the vendor may result in imposition of penalty, liquidated damages, invocation of Performance



- Bank Guarantee and/or termination of contract (as laid down elsewhere in this RFP document).
- iii. In case the vendor is not able to complete the job within given timeline and/or the vendor's services are not found to the satisfaction of the Bank after start of operation, the Bank will have right to take appropriate steps as per this document (including forfeiture of materials already installed in case of premises provided by the Bank).
  - iv. Penalty will be imposed on the service provider for delay in starting the project as well as failure to meet monthly scanning and digitization target as per the Annexure – K(i) & K(ii)

### 39. Vendor's obligations:

- i. The Vendor is responsible for and obliged to conduct all contracted activities in accordance with the contract using latest technology, methods and economic principles and exercising all means available to achieve the performance specified in the Contract.
- ii. The Vendor is obliged to work closely with the Bank's staff, act within its own authority and abide by directives issued by the Bank from time to time and complete implementation activities.
- iii. The Vendor will abide by the job safety measures prevalent in India and will free the Bank from all demands or responsibilities arising from accidents or loss of life, the cause of which is the Vendor's negligence. The Vendor will pay all indemnities arising from such incidents and will not hold the Bank responsible or obligated.
- iv. The Vendor is responsible for managing the activities of its personnel and will hold itself responsible for any misdemeanors.
- v. The Vendor shall treat as confidential all data and information about SBI, obtained in the process of executing its responsibilities, in strict confidence and will not reveal such information to any other party without prior written approval of the Bank as explained under "Non-Disclosure Agreement" in **Annexure-H** of this document.
- vi. Service provider will take Fidelity Insurance to protect Bank against any loss (fraud and or reputation loss) to Bank due to data misuse / pilferage or any act of its employee (s).
- vii. Service provider will provide a list of employees engaged in Jobwork allotted by Bank at the beginning of the project and also keep Bank updated whenever there is any change in employees. Service provider will also provide KYC details and police verification report of all such employees to the Bank for record purpose.
- viii. The vendor will issue Photo ID cards to all the employees deployed at the DAC where Bank's records are to be stored. The vendor should also have biometrics and Aadhar Card details of the employees engaged at DAC where Bank's records are to be stored

- ix. The operation of the bidder in Pakistan or China, if any, should be suitably firewalled from the contact / operations with the Bank. And shall also declare that no employee who has previously or been posted in Pakistan or China in any capacity is engaged by the company for this project and that no Pakistan national or person of Pakistan origin should be engaged by the service provider for the project. Further the company should not post an employee who has worked in India operations in Pakistan or China.

#### **40. Technical Documentation:**

The Vendor should also provide the MIS reports 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 the Vendor to the Bank, free of cost in timely manner. The vendor shall develop customized documentation as per Bank's requirement, if desired by the Bank.

#### **41. Patent Rights/Intellectual Property Rights:**

- i. For any licensed software/firmware used by the finally selected Vendor (s) for performing services, the Vendor(s) shall have the right as well as the right to license for the outsourced services. The vendor shall, if applicable, furnish a photocopy of the Agreement with their Principals/OEM in respect of „Product“ and services offered. Any license or IPR violation on the part of Vendor should not put the Bank at risk. The Bank reserves the right to audit the license usage of the Vendor.
- ii. The Vendor shall, at its own expenses without any limitation, defend and indemnify the Bank against all third party claims or infringements of intellectual Property Rights including patent, trademark, copyright, trade secret or industrial design rights arising from use of the products or any part thereof in India or abroad. In case of violation/ infringement of patent/ trademark/ copyright/ trade secrete or industrial design, the supplier shall after due inspection and testing get the solution redesigned for the Bank, at no extra cost.
- iii. The Vendor shall expeditiously extinguish any such claims and shall have full rights to defend itself there from. If the Bank is required to pay compensation to a third party resulting from such infringement(s), the Vendor shall be fully responsible therefore, including all expenses and court and legal fees.
- iv. The Bank will give notice to the Vendor of any such claim without delay, provide reasonable assistance to the vendor in disposing of the claim, and shall at no time admit to any liability for or express any intent to settle the claim.

#### **42. Liquidated Damages:**

If the Vendor fails to deliver any or all of the products or perform the services within the stipulated time schedule, as specified in the Contract, as desired in this RFP/ Contract, the Bank may, without prejudice to its other remedies under the Contract, and unless otherwise extension of time is agreed upon without the application of Liquidated Damages, deduct from the Contract Price, as liquidated damages mentioned at Part II (Schedule of Events, SI No 17). Once the maximum deduction is reached, the Bank may consider termination of the Contract.

#### **43. Conflict of Interest:**

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

#### **44. Fraud & Corrupt Practices:**

- i. The Bidder and their respective officers, employees, agents and advisers shall observe the highest standard of ethics during the bidding process. Notwithstanding anything to the contrary contained herein, the Bank shall reject an Application without being liable in any manner whatsoever to the Bidder if it determines that the Bidder has, directly or indirectly or through an agent, engaged in corrupt/fraudulent/coercive/undesirable or restrictive practices in the bidding process.
- ii. Without prejudice to the rights of the Bank under Clause 44 (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 if such Bidder is found by the Bank to have directly or indirectly or through an agent, engaged or indulged in any corrupt/ fraudulent/ coercive/ undesirable or restrictive practices, as the case may be.
- iii. For the purposes of this Clause, the following terms shall have the meaning hereinafter, respectively assigned to them:

- (a) "**Corrupt practice**" means offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence the actions of any person connected with the bidding process

- (b) **“Fraudulent practice”** means a misrepresentation or omission of facts or suppression of facts or disclosure of incomplete facts, in order to influence the bidding process
- (c) **“Coercive practice”** means impairing or harming or threatening to impair or harm, directly or indirectly, any person or property to influence any person’s participation or action in the bidding process;
- (d) **“Undesirable practice”** means (i) establishing contact with any person connected with or employed or engaged by the Bank with the objective of canvassing, lobbying or in any manner influencing or attempting to influence the bidding process; or (ii) having a Conflict of Interest; and
- (e) **Restrictive practice:** means forming a cartel or arriving at any understanding or arrangement among Bidders with the objective of restricting or manipulating a full and fair competition in the Bidding Process.

#### 45. Termination:

- i. The Bank, without prejudice to any other remedy for breach of Contract, by a written notice of not less than 30 (thirty) days sent to the Vendor, may terminate the Contract in whole or in part:
  - a. If the Vendor fails to deliver any or all of the Products and Services within the period(s) specified in the Contract, or within any extension thereof granted by the Bank; or
  - b. If the vendor fails to perform any other obligation(s) under the contract; or
  - c. Laxity in adherence to standards laid down by the Bank; or
  - d. Discrepancies/deviations in the agreed processes and/or products; or
  - e. Violations of terms and conditions stipulated in this RFP.
  - f. For inconvenience or in the interest of the Bank.
- ii. In the event the Bank terminates the Contract in whole or in part for the breaches attributable to the Vendor, the Bank may procure, upon such terms and in such manner as it deems appropriate, Products and Services similar to those undelivered, and the Vendor shall be liable to the Bank for any increase in cost for such similar Products and/or Services. However, the Vendor shall continue performance of the Contract to the extent not terminated.
- iii. If the contract is terminated under any termination clause, the vendor shall handover all documents/ executable/ Bank’s data or any other relevant information to the Bank in timely manner and in proper format as per scope of this RFP and shall also support the orderly transition to another vendor or to the Bank.

- iv. During the transition, the vendor shall also support the Bank on technical queries/support on process implementation or in case of software provision for future upgrades.
- v. The Bank's right to terminate the Contract will be in addition to the penalties /liquidated damages and other actions as deemed fit.

**46. Force Majeure:**

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

**47. Termination for Insolvency:**

The Bank may, at any time, terminate the Contract by giving written notice to the Vendor, if the Vendor 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 the Vendor, 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.

**48. Governing Language:**

The governing language shall be English.

**49. Applicable Law:**

The Contract shall be interpreted in accordance with the laws of the Union of India and shall be subjected to the exclusive jurisdiction of courts at Mumbai.

**50. Taxes and Duties:**

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

**51. Tax deduction at Source:**

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



**52. Right to use defective product:**

If after delivery, acceptance and installation and within the warranty period, the operation or the product ( scanned images ) /services is found to be unsatisfactory, the Bank shall have the right to continue to operate or use such product ( scanned images )/services until rectification of defects, errors or omissions by partial or complete replacement is made without interfering with the Bank's operation.

**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 / e-mail and confirmed in writing to other Party's address. The notice shall be effective when delivered or on the notice's effective date whichever is later.

**54. Termination for Convenience:**

The Bank, by written notice of not less than 30 (Thirty) days sent to the Vendor, may terminate the Contract, in whole or in part, at any time for its convenience. The notice of termination shall specify that termination is for the Bank's convenience, the extent to which performance of the Vendor under the Contract is terminated, and the date upon which such termination becomes effective.

**55. Bidders registered as MSE (Micro & Small Enterprises) under MSMED Act, 2006** will be given concessions as under:

a. MSE bidders who participate in bidding process and quote price within price band of L1+15% shall be allotted Job equivalent to maximum 20 % of total tender value, provided they match L1 price.

b. If more than one MSE bidders qualified under para (a) above the tender job ( 20 % of total tender value) will be divided equally among all such qualified bidders.

**56. Disputes/Arbitration (applicable in case of successful Bidder only):**

56.1 All disputes or differences whatsoever arising between the parties out of or in connection with this contract or in discharge of any obligation arising out of the Contract (whether during the progress of work or after completion of such work and whether before or after the termination of this contract, abandonment or breach of this contract), shall be settled amicably. If however, the parties are not able to solve them amicably, either party (SBI or Vendor), give written notice to other party clearly setting out there in specific dispute(s) and/or difference(s) and shall be referred to a sole arbitrator mutually agreed upon, and the award made in pursuance thereof shall be binding on the parties. In the absence of consensus about the single arbitrator, the dispute may be referred to joint arbitrator; one to be nominated by each party and the said arbitrators shall nominate a presiding arbitrator, before commencing the arbitration proceedings. The arbitration shall be settled in accordance with the applicable Indian Laws and arbitration would be held as per the Arbitration and conciliation Act, 1996, as

amended from time to time. Any appeal will be subject to the exclusive jurisdiction of courts at Mumbai.

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



## PART - II

SCHEDULE OF EVENTS		
Sr No	Particulars	Remarks
1	Contact details of issuing department.	CPCs Redesign and Other Products Department, State Bank of India, Corporate Centre, Ballard Estate, Mumbai – 400001. e-mail: dgm.cpcop@sbi.co.in Phone: 022-22632952
2	Bid Document Availability including changes / amendments, if any to be issued	RFP may be downloaded from Bank's website <a href="https://www.sbi.co.in">https://www.sbi.co.in</a> <b>from 10 AM on 15.02.2019 to 5 PM 15.03.2019</b>  Clarification / Addendum / Corrigendum will be published in Bank's web site ( <a href="https://www.sbi.co.in">https://www.sbi.co.in</a> ) only.
3	Last date and time for receipt of queries and clarifications (over e-mail only to dgm.cpcop@sbi.co.in )	<b>Upto 5.00 PM on 26.02.2019.</b> All Clarification / Addendum / Corrigendum will be published in Bank's web site ( <a href="https://www.sbi.co.in">https://www.sbi.co.in</a> ) only
4	Pre-Bid Meeting	<b>27.02.2019 at 3.30 PM</b> Venue :10 <sup>th</sup> Floor, State Bank Bhawan, MC Road, Mumbai. Any change will be published on Bank website <a href="https://www.sbi.co.in">https://www.sbi.co.in</a>
5	Last date and time for Bid submission .	<b>16.03.2019, 1.00 PM</b>
6	Address for submission of Bids	The Dy. General Manager CPCs R & Ops Department , State Bank of India , Corporate Centre, Ballard Estate, Mumbai – 400001. e-mail: dgm.cpcop@sbi.co.in

		Phone: 022-22632952
7.	Date and Time of opening of Technical Bids (Tentative)	<b>16.03.2019, 3.00 PM</b> Authorized representatives of Bidders, at their option, may be present during opening of Bid. However, Bids will be opened even in the absence of any or all of the Bidder's representative.
8.	Reverse Auction Date ( Tentative)	<b>26.03.2019</b>
9	Earnest Money Deposit	As per pre-qualification Table in Annexure C1 To be submitted in the form of Bank Draft from a schedule commercial Bank payable at Mumbai..
10	Initial Deposit	Nil
11	Performance Bank Guarantee	As per pre-qualification Table in Annexure C1 Valid for 24 + 3 months from the date of Handing over and extendable each year till validity of contract. PBG has to be issued by a Scheduled commercial Bank other than State Bank of India ). On submission of Bank Guarantee, the EMD will be returned to bidders. In the case where SBI is sole Banker for the bidder then letter of comfort from SBI will be accepted.
12	Price validity from the date of price discovery	1 year
13	Delivery schedule	Facility to be created and operationalized within 1 months from the date of signing of agreement. (An affidavit as in <b>Annexure-J</b> is to be submitted in this regard)
14	Terms of payment	Invoices to be raised every month for the previous month for the completed job cycle ( Scanning – Indexing—Final data transfer to Banks Central server, at Rabale ) . Payment

		to be made by the Bank within 15 days of receipt of invoices, after deducting taxes and penalty if any .
16	Delivery locations	<p>a) For communication-</p> <p>The Dy. General Manager (CPCsR &amp; OP) State Bank of India , Corporate Centre, Voltas House ,Ballard Estate, Mumbai – 400001.</p> <p>b) For Place of scanning and digitization at various locations across the country as per <b>Annexure B</b> or additional centers as advised subsequently.</p>
17	Liquidated damages	If vendor fails to start work within one months of executing SLA then liquidated damage at the rate of Rs 10.00 lacs per Circle will be charged on the vendor. Further Bank may cancel the order and invoke PBG in addition to charging liquidated damage.

## ANNEXURES

<b>Annexure</b>	<b>Index</b>
<b>Annexure - A</b>	Bid form
<b>Annexure - B</b>	List of LHOs and LCPCs
<b>Annexure – C (i)</b>	Bidder's Eligibility criteria
<b>Annexure – C (ii)</b>	Technical Bid Evaluation Criteria
<b>Annexure - D</b>	Scope of work and Standard Operating Procedure
<b>Annexure – E (i)</b>	Format for submission of Performance Bank Guarantee
<b>Annexure – E (ii)</b>	Format for EMD bank guarantee
<b>Annexure - F</b>	Bidder details
<b>Annexure - G</b>	Commercial Bid
<b>Annexure - H</b>	Non-disclosure Agreement
<b>Annexure - I</b>	Affidavit
<b>Annexure - J</b>	Affidavit
<b>Annexure – K (i)</b>	Penalty Clause
<b>Annexure –K (ii)</b>	Vendor performance matrix
<b>Annexure - L</b>	Pre-Bid Query Format
<b>Annexure - M</b>	Pre-Contract Integrity Pact
<b>Annexure - N</b>	Full form of Abbreviations used in RFP

**Annexure-A**

**BID FORM (TECHNICAL BID)**

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

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

To:  
The Dy. General Manager (CPCs R & OPs),  
State Bank of India,  
Corporate Centre,  
Voltas House  
Ballard Estate, Mumbai – 400001.

Dear Sir,

**Ref: RFPNo.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 the service of scanning and digitization as detailed in this RFP.

2. While submitting this Bid, we certify that:

- The undersigned is authorized to sign on behalf of the VENDOR and the necessary support document delegating this authority is enclosed to this letter.
- We declare that we are not in contravention of conflict of interest obligation mentioned in this RFP.
- Indicative prices submitted by us have been arrived at without agreement with any other Bidder of this RFP for the purpose of restricting competition.
- The indicative prices submitted by us have not been disclosed and will not be disclosed to any other Bidder responding to this RFP.
- We have not induced or attempted to induce any other Bidder to submit or not to submit a Bid for restricting competition.
- The rate quoted in the indicative *price Bids are as per the RFP* and subsequent pre-Bid clarifications/ modifications/ revisions furnished by the Bank, without any exception.

3. If our offer is accepted, we undertake to start operation within a period of one months, as specified in this document.
4. We agree to abide by all the Bid terms and conditions, contents of various Annexure of this document and the rates quoted therein for the orders awarded by the Bank up to the period prescribed in the Bid, which shall remain binding upon us.
5. Until a formal contract is prepared and executed, this Bid, together with your written acceptance thereof and your notification of award, shall constitute a binding Contract between us.
6. We undertake that in competing for (and, if the award is made to us, in executing) the above contract, we will strictly observe the laws against fraud and corruption in force in India namely "Prevention of Corruption Act 1988".
7. We undertake that we will not offer, directly or through intermediaries, any bribe, gift, consideration, reward, favor, 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, organization or third party related to the contract in exchange for any advantage in the bidding, evaluation, contracting and implementation of the contract.
8. We undertake that we will not resort to canvassing with any official of the Bank, connected directly or indirectly with the bidding process to derive any undue advantage. We also understand that any violation in this regard, will result in disqualification of bidder from further bidding process.
9. We certify that we have not made any changes in the contents of the RFP document read with its amendments/clarifications provided by the Bank submitted by us in our Bid document.
10. It is further certified that the contents of our Bid are factually correct. We also accept that in the event of any information / data / particulars proving to be incorrect, the Bank will have the right to disqualify us from the Bid.
11. We understand that you are not bound to accept the lowest or any Bid you may receive and you may reject all or any Bid without assigning any reason or giving any explanation whatsoever.
12. We hereby undertake that our name does not appear in any "Caution" list of RBI / IBA or any other regulatory body for outsourcing activity.
13. If our Bid is accepted, we undertake to enter into and execute at our cost, when called upon by the Bank to do so, a contract in the prescribed form and we shall be jointly and severally responsible for the due performance of the contract.
14. The name(s) of successful Bidder to whom the contract is finally awarded after the completion of bidding process shall be displayed on the website of the Bank and/or communicated to the successful Bidder(s).

15. The commercial bidding process will be finalized by the Bank based on the parameters given in the bid and Bank's decision in this regard will be final and binding on us.

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

Dated this ..... day of ..... 2018

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*(Signature) (Name)*

*(In the capacity of)*

Duly authorized to sign Bid for and on behalf of

---

**Seal of the company.**

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

**Annexure-B**

**List of LHOs and LCPCs**

**\*These locations are subject to change as per the Bank's needs and successful bidder has to deliver and install equipment in locations other than those mentioned below.**

Sr. No.	Circle	LHO	LCPC
1.	Ahmedabad	Ahmedabad	LCPC Bhavnagar  3 <sup>rd</sup> Floor, Administrative Building, Nilambaug Chowk, BHAVNAGAR 364001
2.	Amaravati	Hyderabad	LCPC Vijayawada Plot No.75 & 76, 1st Floor ENR Complex, Main Road, Hydershahkote (Sun City Bus Stop), Bandlaguda, HYDERABAD - 500091 Fax No: 040-24191046 ; email: lcpc1@sbi.co.in
3.	Bangalore	Bangalore	LCPC Bangalore Pragathi Mahalakshmi, No. 62, 1 <sup>st</sup> Cross Road, Ondustrial Suburb, 2 <sup>nd</sup> Stage, Yeshwanthpur, Bengaluru 560022
4.	Bhopal	Bhopal	LCPC Jabalpur Administrative Office Building, Vijay Nagar Jabalpur (Madhya Pradesh) - 482 002
5.	Bhubaneswar	Bhubaneswar	Bhubaneswar
6.	Chandigarh	Chandigarh	Mohali
7.	Chennai	Chennai	LCPC Chennai 787, Karim Mansion, Anna



			Salai, Chennai 600 002
8.	Delhi	New Delhi	LCPC Noida B-16, Sector 62, Noida- 201307  Phone Nos.0120-2590801- 2590823
9.	Lucknow	Lucknow	LCPC Lucknow Sector-B, Sitapur Road Scheme, Near Ramram Bank Crossing (Adjacent SBLC),Aliganj Extension, LUCKNOW-226021
10.	Thiruvananthapuram	Thiruvananthapuram	LCPC Ernakulam 4th Floor, KSHB Revenue Tower, Opp. Ernakulam Boat Jetty, Park Avenue Road, Cochin, Kerala, PIN - 682 011
11.	Kolkata	Kolkata	LCPC Kolkata Liability Central Processing Centre(5237) 2nd Floor, Block-E, Samriddhi Bhavan, 1, Strand Road, Kolkata- 700001
12.	Guwahati	Guwahati	Guwahati
13.	Patna	Patna	LCPC Patna "SITA PALACE" Opp. Leader Automobiles, New Bye Pass Road, Khemni Chak, Hanuman Nagar, P.O.- Jaganpura, PATNA : 800026
14.	Mumbai	Mumbai	LCPC Mumbai. 31, Mahal Industrial Estate, Mahakali Caves Road, Andheri East, Mumbai - 400093

RFP for Scanning and Digitization at various  
SBI Centers PAN India



15.	Jaipur	Jaipur	LCPC Jaipur Matrix Mall, Near Lal Jain Mandir, Sector 4, Jawaharnagar, Jaipur (Rajasthan), Pin-302004
16.	Telangana		LCPC Hyderabad Plot No.75 & 76, 1st Floor ENR Complex, Main Road, Hydershahkote (Sun City Bus Stop), Bandlaguda, HYDERABAD - 500091

Signature

Seal of Company

**Annexure-C (i)**

**Bidder's Eligibility Criteria**

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

<b>S.N o.</b>	<b>Eligibility Criteria</b>	<b>Compliance (Yes/No)</b>	<b>Documents to be Submitted with the Bid</b>
<b>1</b>	The Service Provider should be a Government Organization / PSU / PSE / Private / Public Limited Indian Company/ Partnership firms under Indian Laws. The Service Provider shall submit the Certificate of Incorporation along with the Technical Bid in respect of this requirement.		Copy of the Partnership deed/Bye Laws/ Certificate of Incorporation issued by Registrar of Companies along with Memorandum & Articles of Association and full address of the registered office.
<b>2</b>	In the last three financial years i.e. 2015-16, 2016-17 and 2017-18, the Service Provider should have achieved minimum average annual financial turnover as mentioned in pre-qualification table in this annexure from Scanning and Digitization Services and should have positive net worth in each of the last three financial years. The Service Providers shall submit audited annual accounts of all three years in respect of this requirement. For 2017-18, CA certified provisional balance sheet would be required, if audited balance sheet is not available.		Copy of the audited Balance Sheet for preceding three years. Certificate from C A to be enclosed stating turnover from Electronic Document Management services ( scanning and digitization ) if same is not mentioned in balance sheet specifically.
<b>3</b>	The Service Provider should have minimum 3 years of experience during last 5 years in India in scanning and digitization from at least three PSU / Scheduled		Copy of the order and Certificate of completion of the work / reference from PSU / PSB / SCB / Govt.

	commercial Banks / Govt. Departments. Copies of work orders/Completion certificate to be attached.		department for satisfactory work done to be enclosed
4	Subcontracting of the work is not permitted. An undertaking would be required to be submitted		Affidavit as per <b>Annexure-I</b>
5	The Service Provider should have GST registration certificate, E.S.I.C., P.F. and applicable Labour Law registration/ Licenses. Photo copies of valid registration certificates/licenses should be furnished along with the technical bid.		Compliance self-certificate along with Photocopies of valid registrations and license should be furnished with the Technical Bid.
6	Vendor to give compliance certificate adhering to all the provisions viz. fire safety; pest, rodents, termite control; fumigation norms in the facility in beginning and thereafter every 6 months' interval. No complaint against vendor / or its supervisor / staff of breach of data privacy, confidentiality, proliferation, misuse.		Affidavit as per <b>Annexure-I</b>
7	Service Providers should not be under a declaration of ineligibility for corrupt and fraudulent practices issued by the Tendering Authority.		Affidavit as per <b>Annexure-I</b>
8	Bidder must have ISO 9001-2015 Quality certification, ISO 27001:2013 for Data security for IT Service Management in bidder's name.		Copies of certificates to be enclosed with the bid
9	Service Provider should have sufficient trained Man power , High speed scanners, Flatbed scanner and any other scanner as may be required, Computers, servers to provide scanning and digitization service at multiple centers PAN India.		A certificate confirming availability to be enclosed with the technical bid along with site-wise details.

<p><b>10.</b></p>	<p>The operation of the bidder in Pakistan or China, if any, should be suitably firewalled from the contact / operations with the Bank. And shall also declare that no employee who has previously or been posted in Pakistan or China in any capacity is engaged by the company for this project and that no Pakistan national or person of Pakistan origin should be engaged by the service provider for the project. Further the company should not post an employee who has worked in India operations in Pakistan or China</p>		<p>Bidder to give an undertaking for compliance.</p>
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**Eligibility and other criteria for pre-qualification**

Sl No	Bidder's eligibility criteria for pre-qualification	(Rs in Crores)			
		1 zone	2 zones	3 zones	4 zones
1	EMD 1% of A #	0.10	0.19	0.28	0.38
2	PBG 10% of A ***	1.00	1.88	2.81	3.75
3	Average Annual turnover in last 3 years from similar activity. 30% of A	2.80	5.60	8.40	11.20
<b>Experience of Annual earnings from Document Storage during last 7 years (Any one from Sl. No. 5,6,7)</b>					
5	Earning from 1 similar contract 80% of A	7.50	15	22.5	30
6	Earning from 2 similar contract 50% of A each	4.70	9.40	14.10	18.80
7	Earning from 3 similar contract 40% of A each	3.75	7.50	11.25	15.00

**\*\* Disclaimer** The estimated rent mentioned herein above is only indicative and Bank does not give guarantee for the amount of business mentioned there / anywhere in this document. The actual rent payable will vary from centre to centre depending on volume of storage facility availed by the Bank in that centre and rent per unit agreed with vendor.

\*\*\* PBG may vary as per the actual rent payable by the Bank after bid process completed.

Note: Bank may consider the request for concession available to MSE units under MSMED Act, 2006 in payment of tender fee and EMD on production of documentary proof of registration as MSE.

# Period of BG submitted as EMD to be for 6 months. L1 bidders to extend the BG submitted as EMD till submission of PBG.

**Annexure-C (ii)**

**Technical Bid Evaluation Criteria**

The Bank shall constitute an Evaluation Committee (EC), which shall carry out the entire evaluation process. The Technical proposal evaluation process would focus on the ability of Service Provider to satisfy technical requirements of the assignment, quality assurance procedures and experience of safekeeping of records. Technical proposals will be evaluated based on the following criteria. The bidder will have to provide necessary documentary evidence for below criteria along with Bid document failing which bidder will be awarded Nil mark for criteria where no documentary evidence provided with bid document.

Sr. No	Evaluation Criteria	Points	Marking System								
1	Experience Capabilities	15	Experience of scanning and digitization for Scheduled Commercial Banks ( SCB) / Govt. departments / PSU (Maximum points – 15) <table border="1" data-bbox="683 972 1417 1509"> <thead> <tr> <th data-bbox="683 972 991 1084">No of SCB / PSU / Govt. departments</th> <th data-bbox="991 972 1417 1084">Points</th> </tr> </thead> <tbody> <tr> <td data-bbox="683 1084 991 1167">Less than 3 years</td> <td data-bbox="991 1084 1417 1167">0</td> </tr> <tr> <td data-bbox="683 1167 991 1240">3 years</td> <td data-bbox="991 1167 1417 1240">2</td> </tr> <tr> <td data-bbox="683 1240 991 1509">More than 3 years</td> <td data-bbox="991 1240 1417 1509">2 point each for additional 1 year experience beyond 3years, maximum 15 points .i.e 4year experience 4 points , 5 year experience 6 points etc.</td> </tr> </tbody> </table>	No of SCB / PSU / Govt. departments	Points	Less than 3 years	0	3 years	2	More than 3 years	2 point each for additional 1 year experience beyond 3years, maximum 15 points .i.e 4year experience 4 points , 5 year experience 6 points etc.
No of SCB / PSU / Govt. departments	Points										
Less than 3 years	0										
3 years	2										
More than 3 years	2 point each for additional 1 year experience beyond 3years, maximum 15 points .i.e 4year experience 4 points , 5 year experience 6 points etc.										
		5	The Bidder should have International certification/affiliation/Membership professional Records & Information Services Management (PRISM) for record management -5								

2	Financial Capabilities	15	<p>Average annual financial turnover (From scanning and digitization) in the last three financial years i.e. 2015-16 to 2017-18 from scanning and digitization ( CA certificate to be enclosed as an evidence) (Maximum points – 15)</p> <table border="1" data-bbox="711 562 1410 887"> <thead> <tr> <th>3 yrs average turn over ( Rs.in crores)</th> <th>Points</th> </tr> </thead> <tbody> <tr> <td>15 and above</td> <td>15</td> </tr> <tr> <td>10 to less than 15</td> <td>12</td> </tr> <tr> <td>5 to less than 10</td> <td>8</td> </tr> <tr> <td>2.80 to less than 5</td> <td>5</td> </tr> <tr> <td>Less than 2.80</td> <td>0</td> </tr> </tbody> </table>	3 yrs average turn over ( Rs.in crores)	Points	15 and above	15	10 to less than 15	12	5 to less than 10	8	2.80 to less than 5	5	Less than 2.80	0
3 yrs average turn over ( Rs.in crores)	Points														
15 and above	15														
10 to less than 15	12														
5 to less than 10	8														
2.80 to less than 5	5														
Less than 2.80	0														
		10	<p>The Profit making in the last three financial years (2015-16 to 2017-18) (Maximum points – 10)</p> <ul style="list-style-type: none"> <li>• Making profit in all three FYs mentioned above – 10 points</li> <li>• Making profit in any two FYs mentioned above – 5 points</li> <li>• Making profit in less than 2 years – 0 point</li> </ul>												
		5	<p>Total Contract value executed during last 3 years:</p> <table border="1" data-bbox="687 1317 1410 1608"> <thead> <tr> <th>S. No.</th> <th>Contract Value ( Rs in cr.)</th> <th>Points</th> </tr> </thead> <tbody> <tr> <td>1.</td> <td>More than or equal to 100 cr.</td> <td>5</td> </tr> <tr> <td>2.</td> <td>More than or equal to 75 cr.</td> <td>3</td> </tr> <tr> <td>3.</td> <td>Less than 75 cr.</td> <td>0</td> </tr> </tbody> </table> <p>Self-certification along with documentary proof to be enclosed.</p>	S. No.	Contract Value ( Rs in cr.)	Points	1.	More than or equal to 100 cr.	5	2.	More than or equal to 75 cr.	3	3.	Less than 75 cr.	0
S. No.	Contract Value ( Rs in cr.)	Points													
1.	More than or equal to 100 cr.	5													
2.	More than or equal to 75 cr.	3													
3.	Less than 75 cr.	0													
3	Risk Mitigation Capabilities.  Self-certification along with documentary proof to be enclosed.	5	<p>(Maximum points – 5)</p> <ul style="list-style-type: none"> <li>• Documentation of Business Continuity Plan – 2 Points</li> <li>• Documentation of Disaster Recovery Plan – 2 Points</li> <li>• 150+ permanent employees – 1 Point</li> </ul>												



4 *	Legal and Regulatory Compliance.  Self-certification along with documentary proof to be enclosed.	10	(Maximum points – 10)  <ul style="list-style-type: none"> <li>• Service Providers should not be under a declaration of ineligibility for corrupt and fraudulent practices issued by the Tendering Authority – 2.5 Points</li> <li>• Bidder has ISO 9001-2015 Quality certification – 2.5 Points</li> <li>• ISO 27001:2013 for Data security for IT Service Management in bidder's name – 2.5 Points</li> <li>• The Service Provider should have GST, E.S.I.C., P.F. and applicable Labour Law registration/ Licenses.– 2.5 Points</li> </ul>
5	Records Management Software and Processes.  (Self-certification along with documentary proof to be enclosed.)	20	<ol style="list-style-type: none"> <li>1. The Service Provider should have implemented a Comprehensive Records Management Software. The Service Provider have dedicated in house IT team should and have the ability to customize the process with access to the Source code of the software being used by the Service Provider at any time as per Bank requirement . – 10 Points</li> <li>2. Service provider capable of providing on line MIS facility – 10 points</li> </ol>
6	Scanner specifications  (Self-certification along with documentary proof to be enclosed.)	15	<ol style="list-style-type: none"> <li>1. Company own minimum 100 highspeed scanner, flatbed scanners , as per the specifications mentioned scope of work ( Annexure –D) - 10 Points</li> <li>2. The Highspeed scanner used automatically put tag on the pages which are scanned correctly- 5 points</li> </ol>
<b>TOTAL</b>		<b>100</b>	

## EVALUATION CRITERIA

Only the Service Providers who score more than 80 (Eighty) marks in Technical Evaluation process and minimum 80% in Legal and Regulatory Compliance ( Annexure c-ii, point 4 ) will qualify for Commercial Evaluation process. Once the evaluation of technical proposals is

completed, the Service Providers who score more than the prescribed cut-off score will only be short listed. In case, only two / one / none of the participating Service Providers qualify on technical criteria and reach or exceed the cut-off score of 80, then the Bank, at its sole discretion, may qualify three / five Service Providers on the basis of the top 3 / 5 scores in technical evaluation . Bidders selected by Bank on the basis of Technical evaluation will be allowed to bid in e- reverse auction . The Service Provider whose bid has been determined as the lowest final commercial quote (i.e. L1) shall be awarded the project.

Bank reserve the right to cancel the contract and impose penalty as deemed fit if self-certification where ever enclosed found to be misleading and wrong.

### **BIDDING PROCESS:**

Bank on its sole discretion may choose any of the bidding process noted hereunder:

- (A) Bidders qualified in Technical bid will only be allowed to bid for commercial bid.
- (B) All 17 Circles will be divided into 4 zones as under:
  - (i) West Zone: Ahmedabad, Mumbai , Mumbai Metro, Jaipur, Bhopal
  - (ii) North Zone: Delhi, Chandigarh, Lucknow , Patna
  - (iii) East Zone: N&E, Bhubaneswar, Kolkata, Amaravati
  - (iv) South Zone: Bangalore, Hyderabad, Chennai, Kerala
- (C) L1 of each zone will be decided through e reverse auction.
- (D) In case where MSE bidder bid and quote within L1+15% then 20% job of that zone will be allotted to it provided they agree to match L1 rate. In the case where more than one MSE bidders bid and quote within L1+15%, then 20% of total job will be distributed among eligible MSE bidders in equal proportion provided they agree to match L1 quote price.
- (E) Work will be allotted based on projected job quantity ( No of AOFs to be digitized)
- (F) Allotment of circle (s) to vendor will be at sole discretion of bank . The Bank at its sole discretion will allot the work on the basis of availability of Job volume at a Bank desired location, and Bank's decision will be final and binding.

Bank may, at its sole discretion, decide to seek more information from the respondents in order to normalize the bids. However, respondents will be notified separately, if such normalization exercise as part of the technical evaluation is resorted to.

### **General Clauses:**

- i. In **Annexure G**, if there is discrepancy in the unit price quoted in words and figures, the unit price quoted in words, shall be taken as correct.
- ii. L1 Bidder for each Zone will be decided separately based on the commercial bids . Technical evaluation will be common for all the Circles.
- iii. Bank reserve the right to reject any / all the vendors in technical as well as commercial



bid.

**Annexure- D**

**Scope of Work**

- i. The Service provider has to provide services relating to digitization of Account Opening Forms (AOFs) along with associated/relevant enclosures pertaining to the Bank's Liability Central Processing Centre (LCPCs) at different locations in India and stored at LCPCs, / DACs, /other Temporary/permanent storage facilities on an ongoing basis as per the work order letter issued by the concerned LCPCs, DAC,.
- ii. Vendor has to carry out the task of quality scanning, digitization, storing, uploading and indexing of AOFs and relevant KYC documents as well as imparting training to staff within the given timelines.
- iii. The AOFs & related enclosures may be in A4/Legal size or any other size as may be directed by the Bank. The entire process of digitization of Account Opening Forms (AOFs & enclosures) would involve retrieval of the AOFs from the storage place, open the bundles held in lots, remove the staple pin, Scanning each page of all Set, Digitizing, indexing, uploading, stamping the physical AOFs and finally re-bundle the AOFs (after stapling) in lots and hand over to the authorized person of LCPC/ DAC for re-storage.
- iv. The quality and clarity of scanning should be beyond doubt and bank decision in this regard will be final. Scanned images should be of 150 to 200 dpi resolution, gray scale. Scanning to comply with C-KYC specifications.
- v. The scanned images to be saved in PDF form based on account number. It should be accessible in EDMS based on account number.
- vi. In case of torn and fragile documents which cannot be fed into the scanner, matter will be referred to authorized official for taking decision regarding obtaining photocopies of such items for the purpose of scanning.
- vii. The vendor will impart simultaneous training to bank staff regarding various digitization process including scanning, digitizing, indexing, uploading and retrieval in the software and related issues. The vendor will provide all end-user support to the Bank.
- viii. The vendor has to maintain utmost confidentiality and will be responsible for any data breach as mentioned in the agreement subsequently.
- ix. The document (AOFs with enclosures) should be properly and securely kept for digitization and returned to the authorized officer on daily basis. A log register should be properly maintained detailing all the movement of document (AOFs & enclosures) and should be returned with all the pages intact and secured.
- x. CCTV will be provided by Bank.

- xi. The vendor shall arrange good quality and in sufficient numbers of scanners, computers and servers, LAN networking at his own apart from deploying sufficient and skilled manpower.
- xii. Vendor has to digitize a minimum no of AOFs per day/per location ( Annexure K (ii) ) or as decided by the bank with mutual consent for each location. The vendor has to accordingly adhere to the timelines and non-maintaining of the timeline may invite penalty as per Annexure K (i)
- xiii. Bank will have the right to add/amend/modify scope of the work as per its discretion/requirement though with mutual agreement/consent.
- xiv. Unfinished work / left out work / error rectifications pertaining to the expired contract period to be completed during the present agreement period on priority basis without any extra cost to the Bank.
- xv. **Scanned images, should be compatible with EDMS software installed in EDMS server at GITC Rabale and end user (Branch) should be able to view and download digitized documents through remote login. Vendor to test check this compatibility first before going for full scale scanning and digitization.**
- xvi. **Bidder to start work and test compatibility within one month of signing SLA. Failing which penalty as per Annexure K(i) will be imposed. Bank may also invoke PBG and cancel work order and allot same work to L2/L3 Bidder.**
- xvii. **Bidding shall to be done in two parts**
  - 8.5.1.1 **Technical bidding common for All**
  - 8.5.1.2 **Commercial Bidding only for those who qualified in technical bidding, each circle separately.**

## Standard Operating Procedure (SOP)

This step includes the following:

### Step 1: File Identification.

- a. Identifying the quality and condition of the documents. Documents will be in form of files. Majority documents have only text, photographs but a few may have graphics
- b. Majority files are not bound in case bound then vendor has to be open the bind with prior permission from the Bank official, scan and re-file in the same order of paging.
- c. Scanning documents will have the following paper size (A0 / A1 / A2 / A3 / A4 / Legal and others).

### Step 2: Receiving the files

The following includes:

- a. Collection of documents from Bank Official.
- b. Cleaning, Dusting and Fumigation of Documents.
- c. Page number needs to be captured by vendor at the bottom of the page for noting and corresponding side papers. Numbering has to be done for all pages. Vendor should ensure and cross check the numbers captured to verify the numbers captured are in sequence for all pages.
- d. Bank official will make an entry in the log register module of the scanning, Digitization and Data entry (referred to as Application) while handing over the document.
- e. Each file handed over to the Vendor will be tracked using a unique ID generated by the application.
- f. Vendor will accept the log and physical files. As part of this verification, the vendor is advised to verify the document/ file quality with the Bank official and any discrepancy should be brought to the notice of the Bank representative.
- g. Under NO circumstances shall the documents be changed. Mutilated, destroyed or replaced by some other documents.
- h. Inward the documents in the log register module of the application as followed :
  1. Name of the document collected.
  2. Number of pages in the document (A4/Legal/A3/A2/A0/others)
  3. Collected from (Official Name)
  4. Collected by and Signature (Vendor Representative)
  5. Date of collection.
  6. Expected date of return.
  7. Returned to (Bank Official) – Name and Signature.
  8. Returned by ( Vendor representative)
  9. Actual date of return.
- i. Vendor should ensure that number of pages in each document is accurately captured and is then cross-checked with the number of pages scanned. Vendor should maintain order of documents without disturbing the chronology of the documents and without mixing pages between different documents. In case of unavailability of required documents or pages missing or documents missing, it should be highlighted to the customer representative.

- j. Documents will be provided to the Vendor in a condition that the Vendor will be able to start scanning readily. In case of the document condition not being to such an extent, it is the responsibility of the vendor to inform the Bank's authorised official .
- k. Vendor will provide the name and ID if the authorised person, who will receive AOFs for scanning at each scanning centre. Bank will also authorise at each centre , an official who will hand over and receive back AOFs to and from the vendor authorised representative.

### Step 3: Batch Preparation

Each paper page is prepared for scanning by:

1. De-filing
2. De-stapling, removing paper clips
3. Unbinding
4. Smoothing edges, orienting direction
5. Segregating and sorting documents .
6. Pasting of torn documents and physical preparation of Documents

### Step 4: Scanning/QC of Images:

#### Use of ADF Scanners/Overhead scanners/ Flatbed Scanners:

- Depending upon the nature and quality of documents the vendor shall deploy ADF/ A3 scanners / Overhead scanners/ flatbed scanners, as the case may be. The choice of scanners depends completely on the condition of the document. The number of the scanners to be deployed to depend on local requirement.; this may increase depending on the daily target achieved. Daily target to be achieved is as per **Annexure -K(ii)**. Timelines of the project will be 2 years with an option to extend further as per Bank's requirement. In case the document is very torn and cannot be fed in the sheet feeder, then flatbed scanner should be used. In case the document cannot be scanned using any type of scanner, digital camera can be used as image capturing device.
- Vendor will attach the generated barcode as a Unique file ID for all the files before scanning. Bar code will be pasted on the file cover (including Front File Cover, Back File Cover and Internal Noting pages).Each paper page is scanned and all the pages in the file is stored as one of digital file **searchable formats** (PDF/A) (ISO 19005-1:2005) using appropriate scanners with high quality document and image results. Scanning to be done on 150-200 DPI resolution grey scale with digitized file size not exceeding **75Kb**. In case the document is not visible then document scanning shall be done in gray scale. The images are stored under PDF/A format with maximum image quality with minimum storage capacity. In case the documents are not legible it needs to be scanned on high resolution i.e. 600 dpi or higher. Quality of the scanned images for skewing, de-skewing, de-speckling, cropping, removing black noise around the text cleansing of images etc. shall be carried out by operator other than the one scanning the document. Scanned image should be replica of the original document.
- Vendor should ensure latest licensed software for Quality Check is installed.
- The generated PDF/A should be optimized for viewing over the internet i.e. pages should be viewable as soon as they are downloaded without waiting for the complete file to be

downloaded. i.e. A multipage file is downloaded page-by-page and should be viewable as soon as a page is downloaded rather than having wait for the entire file to download.

- Scanned image generated after adequate compression should be legible in both soft format and printed copy taken on paper in 1:1 scale. If the scanned document is not legible then it will be the vendor's responsibility to scan the documents at higher resolution.
- All pages in the file need to be scanned.
- Quality check after scanning is of utmost importance. Vendor should ensure quality of work. Vendor should check scanned records for DPI, image Quality, Format, Noise removal etc.
- Vendor should ensure that digitized document is the exact replica of the original paper document maintained as part of the records in the books.
- Vendor should ensure the following Quality check in the document:
  - The Image should not be too dark / too light.
  - The Image should not have been captured under improper lighting.
  - The Image should not have been cropped from any side.
  - The orientation of the image should be right.
  - The colour is consistent in all the images and not patchy.
  - The image should not be skewed.
  - The image should not be blurred.
  - There should not be any data loss due to folds.
  - There should not be any data loss due to tight binding and bulge at the centre.
  - There should not be extra darkness at the edges.

#### **Step 5: Post Scanning / Refilling and handing over the files**

- a. After the scanning, the digital files will be tagged and stored in the drive.
- b. Vendor is required to take back up of incremental data at the end of the day. The backup shall be taken on hard disk in a secured storage for data retrieval in case of emergency. Vendor to ensure data security and confidentiality while taking back up.
- c. After scanning, the physical document should be filed together / tagged in the same form as it was given for scanning by the Bank representative at the beginning.
- d. Each page shall be serially arranged and shall be counted while giving the documents back.
- e. Vendor to maintain and return the documents in their original form to the Bank representative.
- f. Any damage to the documents collected shall make the vendor liable to penalty as specified.
- g. Vendor to Maintain outward log for files returned back to Bank. Vendor should maintain records of Issue/ Return of files/ Documents in the data entry application for keeping track of the flow of files/documents and get the same countersigned by the Bank representative while collecting and returning the files/documents.



- h. The vendor shall not assign their right and interest in these presents or assume a fresh partner or partners or dissolve partnership at present subsisting between them in reference to this contract without the written permission from Bank

## 6. Indexing

Indexing to be carried out post completion of Quality check.

**7. Quality Check:** Quality Check involves verification of the data captured and carrying out necessary rectification in case of errors in data .

**8. Data Transfer to Central server:** After quality check, vendor will arrange to transfer data to Bank's Central Server ( EDMS server) at GITC, Navi Mumbai on daily basis. The data transfer process may be online or through manual process as advised by GITC from time to time. Scanned images, should be compatible with EDMS software installed in EDMS server at GITC Navi Mumbai and end user (Branch) should be able to view and download digitized documents through remote login. Vendor to test check this compatibility first before going for full scale scanning and digitization.

**Bidder to start work and test compatibility within one month of signing SLA. Failing which penalty as per Annexure K(i) will be imposed. Bank may also invoke PBG and cancel work order.**

## 9. Responsibility Statement

- The Vendor should ensure that Scanners / Manpower are deployed to the maximum capacity in the space provided by customer to complete the project as per timelines.
- Vendor should follow the guidelines / instructions of the Bank officials for day to day digitization activity.
- Vendor should ensure scanners, desktop, manpower are made available in working condition on priority on request raised by the Bank.
- The scanning to take place inside Bank premises. Furniture, cabling, repair and maintenance of vendor equipment, CCTV, staff welfare etc. to be arranged and ensured by vendor.
- Bank has the right to conduct audit on the service provider whether by its internal or external auditor, agents appointed to act on its behalf and to obtain copies of any audit or review report and findings made on the service provider in conjunction with the services performed for the Bank.
- Due diligence/ KYC/ physical verification of employees of the service provider will be done by the Service Provider and proper record of the same will be maintained. Service Provider will report the Bank about employees joined/ left the company on regular intervals.

### **REPORTS**

The Service Provider is required to provide the scanning center wise reports as per Bank's requirement and periodicity, to the designated officer of the Bank.

1. Total no of documents and Images scanned
2. Total no of documents indexed
3. Total no documents saved in Banks' central server and ready for retrieval through remote login.

### **IMPROVEMENTS IN PROCESSES**

The vendor will be open to any up-gradation/improvement in the system/processes which will contribute to better Records Management with Bank's consent, under intimation to the Bank.

### **MISC ITEMS**

- Vendor will work inside Bank premises and the Bank will provide working space, desks, chairs, power connection, CCTV .Cost of power consumption for scanning and digitization will be born by Bank
- Vendor will bring computers, servers, scanners , cabling of the scanners to computers and servers, UPS , equipment's for pinning , unpinning and any other item required for smooth functioning scanning and digitization.

**Annexure –E (i)**

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

**THIS PERFORMANCE 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 supply of hardware/software and/ or services(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).

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 in each of the demands, subject to a cumulative maximum amount of 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 name of the Guarantee issuing Bank**) 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) The guarantee shall not be affected by any change in the constitution of SBI or Service Provider or winding up / liquidation of Service Provider, whether voluntary or otherwise
- (v) This guarantee shall be a continuing guarantee during its validity period and the SBI can make its claim in one or more events within the total liability of the Guarantor mentioned herein.
- (vi) This Guarantee shall remain in full force and effect for a period of years from the date of the issuance i.e. up to Unless a claim under this Guarantee is made against us within three (3) months from that date i.e. on or before, all your rights under this Guarantee shall be forfeited and we shall be relieved and discharged from all liabilities there under.



(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:

- (a) Our liability under this Bank Guarantee shall not exceed Rs...../- (Rupees .....only)
- (b) This Bank Guarantee shall be valid upto.....
- (c) 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 ..... (date which is 3 months after date mentioned at (b) above.

Yours faithfully,

For and on behalf of Bank.

Authorized official



**Annexure - E (ii)**

**FORMAT FOR EMD BANK GUARANTEE**

To:

-----

-----

Dear Sir,

**EMD BANK GUARANTEE FOR SCANNING AND DIGITISATION AT VARIOUS SBI CENTERS  
PAN INDIA RFP NO.SBI/CC/BPR DATED / /**

WHEREAS State Bank of India (SBI), having its Corporate Office at Nariman Point, Mumbai, and Regional offices at other State capital cities in India has invited Request for Proposal to provide ..... (name of Services) as are set out in the Request for Proposal SBI:xx:xx dated dd/mm/yyyy.

2. It is one of the terms of said Request for Proposal that the Bidder shall furnish a Bank Guarantee for a sum of Rs. \_\_\_\_\_ /-(Rupees \_\_\_\_\_ Only) as Earnest Money Deposit.

3. M/s. \_\_\_\_\_, (hereinafter called as Bidder, who are our constituents intends to submit their Bid for the said work and have requested us to furnish guarantee in respect of the said sum of Rs. \_\_\_\_\_ /-(Rupees \_\_\_\_\_ only).

**4. NOW THIS GUARANTEE WITNESSETH THAT**

We \_\_\_\_\_ (Bank) do hereby agree with and undertake to the State Bank of India, their Successors, assigns that in the event of the SBI coming to the conclusion that the Bidder has not performed their obligations under the said conditions of the RFP or have committed a breach thereof, which conclusion shall be binding on us as well as the said Bidder, we shall on demand by the SBI, pay without demur to the SBI, a sum of Rs. \_\_\_\_\_ /- (Rupees \_\_\_\_\_ Only) that may be demanded by SBI. Our guarantee shall be treated as equivalent to the Earnest Money Deposit for the due performance of the obligations of the Bidder under the said conditions, provided, however, that our liability against such sum shall not exceed the sum of Rs. \_\_\_\_\_ /- (Rupees \_\_\_\_\_ Only).

5. We also agree to undertake to and confirm that the sum not exceeding Rs. \_\_\_\_\_/- (Rupees \_\_\_\_\_ Only) as aforesaid shall be paid by us without any demur or protest, merely on demand from the SBI on receipt of a notice in writing stating the amount is due to them and we shall not ask for any further proof or evidence and the notice from the SBI shall be conclusive and binding on us and shall not be questioned by us in any respect or manner whatsoever. We undertake to pay the amount claimed by the SBI within 24 hours from the date of receipt of the notice as aforesaid. We confirm that our obligation to the SBI under this guarantee shall be independent of the agreement or agreements or other understandings between the SBI and the Bidder. This guarantee shall not be revoked by us without prior consent in writing of the SBI.

6. We hereby further agree that –

- a) Any forbearance or commission on the part of the SBI in enforcing the conditions of the said agreement or in compliance with any of the terms and conditions stipulated in the said Bid and/or hereunder or granting of any time or showing of any indulgence by the SBI to the Bidder or any other matter in connection therewith shall not discharge us in any way our obligation under this guarantee. This guarantee shall be discharged only by the performance of the Bidder of their obligations and in the event of their failure to do so, by payment by us of the sum not exceeding Rs. \_\_\_\_\_/- (Rupees \_\_\_\_\_ Only)
- b) Our liability under these presents shall not exceed the sum of Rs. \_\_\_\_\_/- (Rupees \_\_\_\_\_ Only)
- c) Our liability under this agreement shall not be affected by any infirmity or irregularity on the part of our said constituents in tendering for the said work or their obligations there under or by dissolution or change in the constitution of our said constituents.
- d) This guarantee shall remain in force upto **one year** provided that if so desired by the SBI, this guarantee shall be renewed for a further period as may be indicated by them on the same terms and conditions as contained herein.
- e) Our liability under this presents will terminate unless these presents are renewed as provided herein upto **one year** or on the day when our said constituents comply with their obligations, as to which a certificate in writing by the SBI alone is the conclusive proof, whichever date is later.
- f) Unless a claim or suit or action is filed against us within six months from that date or any extended period, all the rights of the SBI against us under this guarantee shall be forfeited and we shall be released and discharged from all our obligations and liabilities hereunder.

Notwithstanding anything contained hereinabove:

- (a) Our liability under this Bank Guarantee shall not exceed Rs. ....../- (Rupees .....only)
- (b) This Bank Guarantee shall be valid upto .....



(c) We are liable to pay the guaranteed amount or any part thereof under this Bank Guarantee only and only if you serve upon us a written claim or demand on or before .....

Yours faithfully,

For and on behalf of

---

Authorized official.

(Note: This guarantee will require stamp duty as applicable in the State where it is executed and shall be signed by the official(s) whose signature and authority shall be verified)



**Annexure-F**

**Details of the Bidder**

<b>Sr. no.</b>	<b>Particulars</b>	<b>Details</b>
	Name	
	Date of Incorporation and / or commencement of business	
	Certificate of incorporation	
	Brief description of the Bidder including details of its main line of business	
	Company website URL	
	GST No. Company registration No. and Date ESIC registration No. & Date PF registration No & Date	
	Particulars of the Authorized Signatory of the Bidder Name Designation Address Phone Number (Landline) Mobile Number Fax Number Email Address	

Signature

Seal of Company

**Annexure-G**

**Commercial Bid Format**

Sr. No.	Description	Rate per Image ( INR)
	<p><b>Recurring Cost per scanned Image:</b></p> <p>The bidder has to give a single rate taking into consideration all the Costs towards operation of Scanning and digitization process ( Scanning – Indexing –Final data transfer to Central server at GITC, Rabale) , as per the scope of work in the RFP document .</p> <p>Note:</p> <ol style="list-style-type: none"> <li>The above rate should include cost/service/infrastructure/support/resources employed and deployed by the vendor at any location pan India. The user training fee for LCPC/DAC/ other storage centers is included in the scanning and digitization rate.</li> <li>Price quoted excluding Govt. taxes.</li> </ol>	

**(Rupees in words.....)**

**\* The above rate is excluding Taxes**

Signature

Seal of Company

**Annexure -H**

**NON-DISCLOSURE AGREEMENT**

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

State Bank of India constituted under the \_\_\_\_\_ Act, \_\_\_\_\_ having its Corporate Centre at \_\_\_\_\_ (hereinafter referred to as "Bank" which expression includes its successors and assigns) of the ONE PART;

And

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

And Whereas

1. \_\_\_\_\_ is carrying on business of providing \_\_\_\_\_, has agreed to \_\_\_\_\_ for the Bank and other related tasks.
2. For purposes of advancing their business relationship, the parties would need to disclose certain valuable confidential information to each other. 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 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 prior to Disclosing Party's disclosure of such information to Receiving Party; (iii) became known to Receiving Party from a source other than Disclosing Party other than by the breach of an obligation of confidentiality owed to Disclosing Party; or (iv) is independently developed by Receiving Party.
- 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 own employees and other persons and then only to those employees and persons who need to know the same) without the other party's written consent provided that this clause shall not extend to information which was rightfully in the possession of such party prior to the commencement of the negotiations leading to the Contract, which is already public knowledge or becomes so at a future date (otherwise than as a result of a breach of this clause). Receiving Party will have executed or shall execute appropriate written agreements with its employees and consultants specifically assigned and/or otherwise, sufficient to enable it to comply with all the provisions of this Agreement.
- 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 prior to such disclosure and shall comply with any applicable protective order or equivalent. The intended recipients for this purpose are:
  - 1. the Statutory Auditors of the Bank and
  - 2. Regulatory Authorities regulating the affairs of the Bank and inspectors and supervisory bodies thereof.
- c. The foregoing obligations as to confidentiality shall survive any termination of this Agreement.
- d. 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.
- e. Receiving Party may not reverse engineer, decompile or disassemble any software disclosed to Receiving Party.

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 (as listed below), to injunctive or equitable relief as may be deemed proper by a Court of competent jurisdiction.
  - o Suspension of access privileges
  - o Change of personnel assigned to the job
  - o Financial liability for actual, consequential or incidental damages
  - d. Termination of contract
  - o 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 property of Disclosing Party. By disclosing information to Receiving Party, Disclosing Party does not grant any expressed or implied right to Receiving Party to disclose information under the Disclosing Party patents, copyrights, trademarks, or trade secret information.
- b) An document provided under this Agreement is provided with RESTRICTED RIGHTS.
- 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.
- 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) All obligations created by this Agreement shall survive change or termination of the parties’ business relationship.

## 5. **Suggestions and Feedback**

- (a) 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.

RFP for Scanning and Digitization at various  
SBI Centers PAN India



Dated this day of \_\_\_\_2019 at \_\_\_\_ (month) (place)

For and on behalf of \_\_\_\_\_

Name		
Designation		
Place		
Signature		

For and on behalf of \_\_\_\_\_

Name		
Designation		
Place		
Signature		

**Annexure -I**

**AFFIDAVIT ON A NON JUDICIAL STAMP PAPER & DULY NOTARIZED**

**( To be stamped as per the Stamp Act prevalent at the place of execution )**

I, \_\_\_\_\_ sole proprietor/partner/authorized signatory of  
M/s. \_\_\_\_\_ public / private limited company, having its  
registered office at.....(Full Address) do hereby solemnly affirm and declare as  
under:-

1. That our company is not blacklisted by any Bank/ State Government / Central Government / Financial institution, etc. and have not sublet / subcontracted any work allocated to us.
2. That our company has never been convicted or have any cases pending in the court of Law against any Bank/ State Government / Central Government / Financial institution.
3. That our company has never defaulted in execution of any contract / order of Bank / State Government / Central Government / Financial institution or has no suit for recovery ever filed by any govt. organization against us for violation of terms and conditions.
4. I / we hereby declare that our Company \_\_\_\_\_ is having unblemished past record and was not declared ineligible for corrupt & fraudulent practices either indefinitely or for a particular period of time.
5. I / We further declare that there have been no damage to records during scanning and no incident of data loss , data misuse, data pilferage and data misuse during scanning and digitization and after the completion of the project.
6. That our company has never returned back any contract/order unexecuted.
7. That no Bank/ customer of our company is dissatisfied with the machines/Services provided by us and our services are found to be satisfactory by all the banks /customer.
8. That we shall not be sub-contracting any work under the present tender, if we are selected as the successful bidder.

(Signature of the Authorized Signatory/Proprietor/ Managing Partner/Director with Seal)





DEPONENT

Verified at ..... on.....that the contents of Paras 1 to 8 of this affidavit are true and correct and no part of this is false and nothing material has been concealed or falsely stated therein.

(Signature of the Authorised Signatory /Proprietor/ Managing Partner/Director with Seal )

DEPONENT

(Signature & Seal of Notary)

**Annexure-J**

**AFFIDAVIT ON A NON JUDICIAL STAMP PAPER & DULY NOTARIZED**

**( To be stamped as per the Stamp Act prevalent at the place of execution )**

I, \_\_\_\_\_ sole proprietor/partner/authorized signatory of  
M/s. \_\_\_\_\_ public / private limited company,  
having its registered office at.....(Full Address) do hereby solemnly  
affirm and declare as under:-

1. That in case of our inability to complete the job in time as per RFP, we will not be authorized to remove any of the materials/infrastructure created by us at Bank's site and the Bank will have right to forfeit the same, besides other action as per terms of RFP documents.
2. That we undertake to provide the source code to the Bank for the software to be used for Scanning and digitization activities.

(Signature of the Authorised Signatory/Proprietor/ Managing Partner/Director with Seal)

DEPONENT

Verified at ..... on.....that the contents of Paras 1 to 8 of this  
affidavit are true and correct and no part of this is false and nothing material has been  
concealed or falsely stated therein.

(Signature of the Authorised Signatory /Proprietor/ Managing Partner/Director with Seal)

DEPONENT

(Signature & Seal of Notary)

**Annexure –K(i)**

**Penalty Clause**

1. Work should be performed by the vendor in accordance with the time schedule and quality approved by the Bank as specified in the contract.

- i. Selected vendor to start work and test compatibility within one month of signing SLA. Penalty as per para(ii) will be imposed if vendor fails to comply the time line. Bank may also invoke BG and cancel the work order. In such case decision taken by Bank will be the final and bound to all the parties.
- ii. Vendor to deploy sufficient man and machine to give output as per Vendor Performance Matrix ( Annexure K (ii). In case of any delay in the execution of the work Bank may impose penalty **at 200 %** of the work not completed within the specified schedule. Maximum Penalty imposed will be Rs 30 lacs or 3 months payment to Vendor which is higher.
- iii. If the quality of the output is found to be unsatisfactory, the vendor to rescan it at no extra cost. However penalty will be imposed if vendor fails to stick to over all time line.
- iv. If vendor imposed with 3 penalties during SLA period then , Bank may cancel the work order apart from invoking PBG and initial deposit. .In such case decision taken by Bank will be the final and bound to all the parties.
- v. If any of the images in a document is found to be of bad quality, Bank may reject the entire PDF file which shall be rescanned by the vendor without extra cost.
- vi. Timelines for completion of project is 2 years from the issuance of work order.
- vii. Vendor has to ensure that sufficient infrastructure and manpower is deployed to complete the project as per timelines.
- viii. In case of non-adherence to the timelines penalty would be imposed as applicable.

2. The Vendor shall strictly comply with all Labour and such other statutory Laws in relation to the services to be provided and the personnel engaged by the Vendor and he shall be solely responsible for all acts of the said personnel so enrolled and there shall and will not be any privity of contract for any purpose and to any intent between the Bank and said personnel so engaged by the Vendor. The Bank shall neither be liable nor answerable in respect of any claims or demands in respect of any matter or on any account which may be raised by the said personnel so engaged by the Vendor and it shall be the sole responsibility and liability of the Vendor to answer all such claims or demands of the said personnel so engaged, under any law for the time being in force.

3. The Vendor should process, for the entire duration of the contact, all licenses and registrations as may be required under any law and shall be responsible to register himself and obtain a valid license under Contract Labour ( Regulation and Abolition) Act, 1970 and rules there under , if applicable. The Vendor shall comply with all rules and regulation in force under the said Act and rules. The Vendor shall comply with all applicable laws, rules and regulation relating to Provident Fund, Payment of Bonus , Minimum Wages, holiday/Sunday working charges or any other

Statutory/Regulatory requirements. Any dispute regarding such dues shall and be dealt with and settled by the contractor.

**4. General Indemnity:**

a) Service provider agrees and hereby keeps the Bank indemnified against all claims, action, loss, damages, reputation loss, costs, expenses, charges, including legal expenses (Attorney, Advocate fees included ) which the Bank may suffer or incur on account of any deficiency in Services rendered by the Service Provider or any acts Commission/ omission on the part of employees, agents, representatives or Sub-Contractors of Service Provider. Service Provider agrees to make good the loss suffered by the Bank on first demand made by the Bank in this regard which shall be final conclusive and binding on Service Provider.

b) Service Provider further undertakes to promptly notify the Bank in writing any breach of obligation of the agreement by its employees or representatives including confidentiality obligation and such an event, the Bank will in addition to and without prejudice to any other available remedies be entitled to immediate equitable relief in a Court of competent jurisdiction to protect its interest including injunctive relief.

c) The Service Provider shall be directly and vicariously liable to indemnify the Bank in case of any misuse of data/information of the Bank by the Service Provider, deliberate or otherwise.

d) The Service Provider shall indemnify and keep fully and effectively indemnified the Bank against all costs, claims, damages, demands, expenses and liabilities of whatsoever nature arising out of or in connection with all claims of infringement of trade mark, patent, copyright, industrial design or any other intellectual property rights of any third party arising from the Services or use of software or any other product under this Agreement, subject to the following condition(s):

(i) The Bank shall promptly notify the Service Provider in writing of any allegations of infringement of which it has notice;

(ii) The Bank shall not make any admission of claims causing prejudice to the defense of the Service Provider against such claims without the Service Provider's prior written consent.

**Annexure K (ii)**

**Vender Performance Matrix**

The vendor is expected to deploy manpower and equipments so as to meet monthly targets as under. Failure to meet monthly target will attract penalty as per the penalty clause in Annexure K(i).

Name of the circle	Monthly target for scanning
Ahmedabad	Minimum 80 % to be scanned and digitized out of Total AOFs provided to Vendor on cumulative basis.
Amravati	
Bangalore	
Bhopal	
Bhubaneswar	
Chandigarh	
Chennai	
Delhi	
Hyderabad	
Jaipur	
Kerala	
Kolkata	
Lucknow	
Mumbai	
N &E	
Patna	
Total	

RFP for Scanning and Digitization at various  
SBI Centers PAN India



**Annexure -L**

**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>

**Annexure-M**

**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 -----,-----, (hereinafter called the "BANK", which expression shall mean and include, unless the context otherwise requires, its successors) of the First Part and M/s represented by

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

WHEREAS the BANK 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 BANK 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 BANK 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 BANK 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 BANK**

1.1 The BANK undertakes that no official of the BANK, 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, organization 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 BANK 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 BANK 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 BANK with full and verifiable facts and the same is prima facie found to be correct by the BANK, necessary disciplinary proceedings, or any other action as deemed fit, including criminal proceedings may be initiated by the BANK 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 BANK 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 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.
- 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 BANK 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 BANK 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 BANK 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 BANK 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 BANK 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 BANK, or alternatively, if any relative of an officer of the BANK 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 BANK.

### **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 BANK through any of the mode mentioned in the RFP / Bid document and no such mode is specified, by a Bank Draft or a Pay Order in favour of State Bank of India from a nationalized 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 nationalized Bank other than SBI and promising payment of the guaranteed sum to the BANK on demand within three working days without any demur whatsoever and without seeking any reasons whatsoever. The demand for payment by the BANK shall be treated as conclusive proof for making such payment to the BANK.
- 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 BANK, 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 BANK 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 BANK 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 BANK 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 BANK 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 BANK and the BANK 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 BANK, 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 BANK 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 BANK, 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 BANK resulting from such cancellation/rescission and the BANK 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 BANK or any of its Subsidiaries for a minimum period of five years, which may be further extended at the discretion of the BANK.
  - (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 BANK 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 BANK deemed fit the details of such events for appropriate action by such authorities.
- 5.2 The BANK will be entitled to take all or any of the actions mentioned at para 6.1(i) to (x) of this Pact also on the Commission by the BIDDER or any one employed by it or acting on its behalf (whether with or without the knowledge of the BIDDER), of an offence as defined in Chapter IX of the Indian Penal code, 1860 or Prevention of Corruption Act, 1988 or any other statute enacted for prevention of corruption.
- 5.3 The decision of the BANK 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 BANK, if the contract has already been concluded.

## **7. Independent Monitors**

- 7.1 The BANK 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):

NAME	SHRI JOHNY JOSEPH	SHRI K. CHANDRAHAS
ADDRESS	701/702, Callalily-Y, Nagar Amrit Shakti, Chandivali, Andheri (East), Mumbai - 400072	G-1, Reliance Homes, 8-2-547/R, Road No. 7, Banjara Hills, Hyderabad - 500034
e-mail ID	<a href="mailto:johnyjoseph49@gmail.com">johnyjoseph49@gmail.com</a>	<a href="mailto:kchandrahas@yahoo.com">kchandrahas@yahoo.com</a>

- 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 BANK.
- 7.6 The BIDDER(s) accepts that the Monitor has the right to access without restriction to all Project documentation of the BANK 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 BANK 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 BANK/Secretary in the Department/ within 8 to 10 weeks from the date of reference or intimation to him by the BANK / 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 BANK 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 BANK.

**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 BANK 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 BANK.

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 BANK

Name of the Officer.

Designation

Office / Department / Branch

State Bank of India.

Witness

For BIDDER

Chief Executive Officer

Witness

- |   |    |
|---|----|
| 1 | 1. |
| 2 | 2. |

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

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

**Annexure –N**

**Glossary**

AOF	Account Opening Form
BG	Bank Guarantee
CA	Chartered Accountant
CKYC	Centralized KYC
DAC	Document Archival Centre
DPI	Dots per Inch
EMD	Earnest Money Deposit
EOI	Expression Of Interest
IPR	Intellectual Property Right
ISO	International Organization for Standardization
IT&IS	Information Technology & Information Security
KYC	Know Your Customer
LCPC	Liability Central Processing Centre
PBG	Performance Bank Guarantee
POA	Proof of Address
POI	Proof of Identity
PSB	Public sector Bank
PSU	Public Sector Undertaking
RFP	Request For Proposal
SBI	State Bank of India
SLA	Service Level Agreement
TDS	Tax Deducted at Source
SCB	Schedule Commercial Bank
TEC	Tender Evaluation Committee .