



REQUEST FOR PROPOSAL
FOR EMPANELMENT OF
PROJECT MANAGEMENT CONSULTANTS
FOR SMART CITY PROJECTS

Ref: **SBI/P&SP/PS /2018-19/RFP 001, dated 14.02.2019**

**STATE BANK OF INDIA
PAYMENTS & SPECIAL PROJECTS
CORPORATE CENTRE
MUMBAI-400 021**

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1. INVITATION TO BID:

- i. **State Bank of India** (herein after referred to as '**SBI/the Bank**', having its Corporate Centre at Mumbai, various other offices (LHOs/ Head Offices /Zonal Offices/Global Link Services, Global IT Centre, etc. of State Bank of India, branches/other offices, other companies at various locations and managed by the Bank (collectively referred to as **State Bank Group or 'SBG'** hereinafter). This Request for Proposal (RFP) has been issued by **the Bank** on behalf of **SBG** for empanelment of Project Management Consultants for Smart City Projects.
- ii. The purpose of this RFP is to seek a detailed technical proposal for engagement of the Services desired in this document for empanelment of Project Management Consultants for Smart City projects.
- iii. In order to meet the Services requirements, the Bank proposes to invite technical proposal from eligible vendors as per details/scope of work mentioned in **Annexure-D** of this RFP document.
- iv. Bidder shall mean any entity (i.e. juristic person) who meets the **eligibility criteria given in Annexure-B** 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).
- v. Address for submission of Bids, contact details including email address for sending communications are given in Part II of this RFP document.
- vi. This document shall not be transferred, reproduced or otherwise used for purpose other than for which it is specifically issued.
- vii. Interested Bidders are advised to go through the entire document before submission of Bids to avoid any chance of elimination. The eligible Bidders desirous of providing Services to SBI are invited to submit their technical proposal in response to this RFP. The criteria and the actual process of evaluation of the responses to this RFP and subsequent selection of the successful Bidder will be entirely at Bank's discretion. This RFP seeks proposal from Bidders who have the necessary experience, capability & expertise to provide SBI the proposed Services adhering to Bank's requirements outlined in this RFP.

2. Disclaimer:

- i. 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.
- ii. 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 signed and executed by duly authorized official(s) of State Bank of India with the selected Bidder.
- iii. The purpose of this RFP is to provide the Bidder(s) with information to assist preparation of their Bid proposals. This RFP does not claim to contain all the information each Bidder may require. Each Bidder should conduct its own investigations and analysis and should check the accuracy, reliability and completeness of the information contained in this RFP and where necessary obtain independent advices/clarifications. Bank may in its absolute discretion, but without being under any obligation to do so, update, amend or supplement the information in this RFP.
- iv. The Bank, its employees and advisors make no representation or warranty and shall have no liability to any person, including any 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.
- v. The Bank also accepts no liability of any nature whether resulting from negligence or otherwise, howsoever caused arising from reliance of any Bidder upon the statements contained in this RFP.
- vi. The 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.
- vii. 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 respect will be at the Bidder's risk and may result in rejection of the Bid.

3. Definitions:

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

- i. **“The Bank”** means the State Bank of India (including domestic branches and foreign offices) and subsidiaries.
- ii. **“Bidder/Service Provider”** means an eligible entity/firm submitting the Bid in response to this RFP.
- iii. **“Bid”** means the written reply or submission of response to this RFP.
- iv. **“The Contract”** 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.
- v. **“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 the Bank.
- vi. **“Services”** means all services, scope of work and deliverables to be provided by a Bidder as described in the RFP and include provision of technical assistance, training, certifications, auditing and other obligation of the Vendor covered under this RFP.

LIST OF ABBREVIATIONS

RFP	Request for Proposal
PMC	Project Management Consultant
NDA	Non-Disclosure Agreement
FSD	Functional Specification Document
FRD	Functional Requirement Document
SLA	Service Level Agreement
IPR	Intellectual Property Rights
PMO	Project Management Office
EMD	Earnest Money Deposit
QCBS	Quality & Cost Based Selection
RFQ	Request for Quotation

4. **Empanelment Period:**

The empanelment of Project Management Consultants (PMC) is proposed to be for a period of three years. This would be subject to satisfactory performance and annual review. The Bank reserves the right to de-empanel any empaneled PMC. Empanelment does not confer any rights on the vendors to necessarily receive assignments/jobs. This allocation of assignments/jobs will be at the sole discretion of the Bank.

5. **Scope of Work:**

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

6. **Eligibility and Technical Criteria:**

- i. Bid is open to all Bidders who meet the eligibility criteria as given in **Annexure-B** of this document. The Bidder has to submit the documents substantiating eligibility criteria as mentioned in this RFP document.
- ii. The Bidder shall also submit **PRE-CONTRACT INTEGRITY PACT** along with technical Bid as prescribed by the Govt. of India (**Annexure-I**) 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.

7. **Cost of Bid document:**

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

8. **Clarification and amendments on RFP/Pre-Bid Meeting:**

- i. Bidder requiring any clarification of the bidding Document may notify the Bank in writing **strictly as per the format given in Annexure-H** at the address/by e-mail given in Part-II of this document within the date/time mentioned in the schedule of events.

- ii. A pre-Bid meeting will be held on the date and time specified in the schedule of events which may be attended by the authorized representatives of the Bidders interested to respond to this RFP.
- iii. The queries received (without identifying source of query) and response of the Bank thereof will be posted on the Bank's website or conveyed to the Bidders.
- iv. SBI reserves the right to amend, rescind or reissue the RFP, at any time prior to the deadline for submission of Bids. The Bank, for any reason, whether, on its own initiative or in response to a clarification requested by a prospective Bidder, may modify the bidding Document, by amendment which will be made available to the Bidders by way of corrigendum/addendum. The interested parties/Bidders are advised to check the Bank's website regularly till the date of submission of Bid document specified in the schedule of events/email and ensure that clarifications / amendments issued by the Bank, if any, have been taken into consideration before submitting the Bid. Such amendments/clarifications, if any, issued by the Bank will be binding on the participating Bidders. Bank will not take any responsibility for any such omissions by the Bidder. SBI, at its own discretion, may extend the deadline for submission of Bids in order to allow prospective Bidders a reasonable time to prepare the Bid, for taking the amendment into account.
- v. 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.
- vi. Queries received after the scheduled date and time will not be responded/acted upon.

9. Contents of Bid documents:

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

- iv. 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.
- v. 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.

10. Earnest Money Deposit (EMD):

- i. The Bidder shall furnish EMD for the amount and validity period mentioned in Part II of this document.
- ii. EMD is required to protect the Bank against the risk of Bidder's conduct.
- iii. The EMD may be in the form of a Demand Draft or Pay Order or Bank Guarantee [on the lines of **Annexure-J**], 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. In case, SBI is the sole Banker for the Bidder, a Letter of Comfort from SBI would be acceptable.
- iv. Any Bid not accompanied by EMD for the specified amount as mentioned elsewhere in the RFP will be rejected as non-responsive
- v. The EMD of the unsuccessful Bidders shall be returned within 2 weeks from the date of Bid finalisation.
- vi. No interest is payable on EMD. EMD of empanelled bidders will be retained as Security Deposit with the Bank.
- vii. The EMD may be forfeited:-
 - a) if a Bidder withdraws his Bid during the period of Bid validity specified in this RFP; or
 - b) if a technically qualified Bidder do not participate in the auction by not logging in, in the reverse auction tool; or
 - c) if a Bidder makes any statement or encloses any form which turns out to be false / incorrect at any time prior to signing of Contract; or
 - d) if the successful Bidder fails to sign the contract or furnish Performance Bank Guarantee, within the specified time period in the RFP/Purchase Order.

viii. 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.

11. Bid Preparation and submission:

- i. The Bid is to be submitted in sealed envelopes. The envelope is to be prominently marked as '**Technical Proposal for empanelment of Project Management Consultants for Smart City Projects in response to the RFP No. SBI/P&SP/PS/2018-19/RFP 001, dated 14-Feb-2019**'. 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 letterhead: -
 - 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.
 - (d) Specific response with supporting documents in respect of Eligibility Criteria as mentioned in **Annexure-B**
 - (e) Bidder's details as per **Annexure-C** on Bidder's letter head.
 - (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.
- ii. Bidders may please note:
 - a. The Bidder should have capacity to invest for the entire package on a single responsibility basis for Services it proposes to provide.

- b. A soft copy (Word format) on a CD should also be kept in a separate envelope within the envelope of technical Bid. Voluminous documents should be submitted only on CDs.
- c. While submitting the Technical Bid, literature on the Services should be segregated and kept together in one section / lot in a separate envelope.
- d. Care should be taken that the Technical Bid shall not contain any price information. Such proposal, if received, will be rejected.
- e. The Bid document shall be complete in accordance with various clauses of the RFP document or any addenda/corrigenda or clarifications issued in connection thereto, duly signed by the authorized representative of the Bidder and stamped with the official stamp of the Bidder. Board resolution authorizing representative to Bid and make commitments on behalf of the Bidder is to be attached.
- f. 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.
- g. The Bidder may also be asked to give presentation for the purpose of clarification of the Bid.
- h. The Bidder must provide specific and factual replies to the points raised in the RFP.
- i. 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.
- j. All the enclosures (Bid submission) shall be serially numbered with rubber stamp of the participating Bidder. The person or persons signing the Bids shall initial all pages of the Bids, except for un-amended printed literature.
- k. Any inter-lineation, erasures or overwriting shall be valid **only** if these are initialled by the person signing the Bids.
- l. The Bid document shall be spirally bound.
- m. The Bank reserves the right to reject Bids not conforming to above.
- n. 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.
- o. If the envelope is not sealed and marked, the Bank will assume no responsibility for the Bid's misplacement or its premature opening.

12. 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 up to 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.

13. Modification and Withdrawal of Bids:

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

14. Period of Validity of Bids:

- a. Bids shall remain valid for 180 days from the date of bid submission. 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.

15. Bid integrity:

Willful misrepresentation of any fact within the Bid will lead to the cancellation of the contract without prejudice to other actions that the Bank may take. All the submissions, including any accompanying documents, will become property of 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.

16. Bidding process/Opening of Technical Bids:

- i. All the technical Bids received up to the specified time and date will be opened for initial evaluation on the time and date mentioned in the schedule of events 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.
- ii. Proposals of such Bidders satisfying eligibility criteria stipulated in **Annexure-B** 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 empanelment for the Smart City projects.
- iii. The Bank will examine the Bids to determine whether they are complete, required formats have been furnished, the documents have been properly signed, EMD for the desired amount and validity period is available and the Bids are generally in order. The Bank may, at its discretion waive any minor non-conformity or irregularity in a Bid which does not constitute a material deviation.
- iv. Prior to the detailed evaluation, the Bank will determine the responsiveness of each Bid to the 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.
- v. The Bank's determination of a Bid's responsiveness will be based on the contents of the Bid itself, without recourse to extrinsic evidence.

- vi. After opening of the technical Bids and preliminary evaluation, some or all the Bidders may be asked to make presentations on the Software Solution/service proposed to be offered by them.
- vii. If a Bid is not responsive, it will be rejected by the Bank and will not subsequently be made responsive by the Bidder by correction of the non-conformity.

17. Technical Evaluation:

- i. Technical evaluation will include technical information submitted as per technical Bid format, demonstration of proposed Services, reference calls and site visits, wherever required. The Bidder may highlight the noteworthy/superior features of their Services. The Bidder will demonstrate/substantiate all claims made in the technical Bid to the satisfaction of the Bank, the capability of the Services to support all the required functionalities at their cost in their lab or those at other organizations where similar Services are in use.
- ii. During evaluation and comparison of Bids, the Bank may, at its discretion ask the Bidders for clarification on the Bids received. The request for clarification shall be in writing and no change in 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.
- iii. The technical evaluation framework is given at **Annexure-F**.

18. Contacting the Bank:

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

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 Bidder will have to submit Non-disclosure Agreement (wherever applicable), as desired in Part-II and strictly on the lines of format

given at **Annexure-G** 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 Bank will request the empaneled bidders to submit proposal in relation to the scope of work for any smart city project. Based on parameters stipulated by the Bank, the successful bidder will be selected from the empaneled bidders for the project. The successful bidder for the project will also have to execute an agreement in lines given at **Annexure E**.
- v. Until the execution of a formal contract, the Bid document, together with the Bank's notification of award and the bidder's acceptance thereof, would constitute a binding contract between the Bank and the successful Bidder.
- vi. 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.
- vii. The Bank reserves the right to stipulate, at the time of finalization of the contract, any other document(s) to be enclosed as a part of the final contract.
- viii. Failure of the successful Bidder to comply with the requirements/terms and conditions of this RFP shall constitute sufficient grounds for the annulment of the award and forfeiture of the EMD and/or PBG.
- ix. Upon notification of award to the qualified Bidder, the Bank will promptly notify the award of contract to the successful Bidder on the Bank's website. The EMD of each unsuccessful Bidder will be discharged and returned.

20. Powers to Vary or Omit Work:

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

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

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

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

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

24. Services:

- i. Bidder should ensure that the quality of methodologies for delivering the services, adhere to quality standards/timelines stipulated there for.
- ii. The Bidder shall provide an assurance certificate to the Bank that the services offered by them meet the industry best Information/Cyber security practices.
- iii. Any implementation connecting with SBI environment shall be subject to customization of the services or platform or application or any associated technology as per Bank's requirements.

25. Compliance with IS Security Policy:

The Vendor shall have to comply with Bank's IT & IS Security policy and subsequent changes, if any 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 and Logical Security of the facilities
- v. Physical and logical separation from other customers of the Vendor
- vi. Incident response and reporting procedures
- vii. Password Policy of the Bank
- viii. Data Encryption/Protection requirements of the Bank.
- ix. Readiness for Digital Forensic requirements e.g. Audit Trail of any activity has to be preserved and provided to SBI, whenever required.
- x. Reporting any incident to SBI immediately after happening.
- xi. Review of architecture to ensure bank's standards and best practices
- xii. In general, confidentiality, integrity and availability must be ensured.

26. Penalties:

Penalties for delay in execution of the contract/non-compliance of terms and conditions will be decided by the Bank, if any, as per the requirement of the Smart City project.

27. Right to Verification:

The Bank (or designated agency) 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.

28. Right to Audit:

- i. The Selected Bidder (Service Provider) has to get itself annually audited by internal/ external empaneled Auditors appointed by the Bank/ inspecting official from the Reserve Bank of India or any regulatory authority, covering the risk parameters finalized by the Bank/ such auditors in the areas of products (IT hardware/ software) and services etc. provided to the Bank and the Service Provider is required to submit such certification by such Auditors to the Bank. The Service Provider and or his / their outsourced agents / sub – contractors (if allowed by the Bank) shall facilitate the same. The Bank can make its expert assessment on the efficiency and effectiveness of the security, control, risk management, governance system and process created by the Service Provider. The Service Provider shall, whenever required by the Auditors, furnish all relevant information, records/data to them. All costs for such audit shall be borne by the Bank. The Audit includes Source Code review of any application etc. owned by the Bidder or kept under Escrow arrangement.
- 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 [at no additional cost]. The resolution provided by the Service Provider shall require to be certified by the Auditors covering the respective risk parameters against which such deficiencies have been observed.
- iii. Service Provider 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.

29. Subcontracting:

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

30. Validity of Agreement:

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

31. Limitation of liability:

- i. For breach of any obligation mentioned in this RFP, subject to exceptions mentioned in this clause, the Service Provider shall be liable for damages to the Bank arising under or in connection with this Agreement for an amount not exceeding the total cost payable to service provider for respective smart city project under which services are being rendered by service provider. 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.

32. 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.

33. Delay in the Vendor's Performance:

- i. Services shall be provided by the selected Bidder within the timelines prescribed by the Bank in the Contract.
- ii. If at any time during performance of the Contract, the Vendor should encounter conditions impeding timely delivery and performance of Services, the Vendor shall promptly notify the Bank in writing of the fact of the delay, it's likely duration and cause(s). As soon as practicable after receipt of the Vendor's notice, the Bank shall evaluate the situation and may, at its discretion, extend the Vendors' time for performance, in which case, the extension shall be ratified by the parties by amendment of the Contract.
- iii. Any delay in performing the obligation/ defect in performance by the 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)

34. Vendor's obligations:

- i. The Vendor is responsible for and obliged to conduct all contracted activities in accordance with the contract using state-of-the-art methods and economic principles and exercising all means available to achieve the performance specified in the Contract.
- ii. The 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 or sub-contracted personnel (where permitted) 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-G** of this document.

35. Technical Documentation:

- i. The vendor shall provide documents related to review records/ Test Bug Reports/ Root Cause Analysis Report, list of all Product components, list of all dependent/external modules and list of all documents relating to traceability of service level failure as and when applicable.
- ii. The Vendor shall also provide the MIS reports as per requirements of the Bank or any specific report on need basis. 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.

36. Patent Rights/Intellectual Property Rights:

- i. For any licensed software used by the finally selected L1/ TC1 Vendor for performing services for the Bank, the Vendor shall have the right as well as the right to license for the outsourced services. Any license or IPR violation on the part of Vendor/ Subcontractor 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.
- 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.

37. 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, that may be obtained from the bidder for the estimated loss and damage likely to be suffered and incurred by the Bank and not by way of penalty for, inter alia, the time, cost and effort of the Bank, including consideration of such Bidder's proposal (the "Damages"), without prejudice to any other right or remedy that may be available to the Bank under the bidding Documents and/ or the Concession Agreement or otherwise. Without limiting the generality of the above, a Bidder shall be deemed to have a Conflict of Interest affecting the bidding Process, if:

- (a) the Bidder, its Member or Associate (or any constituent thereof) and any other Bidder, its Member or any Associate thereof (or any constituent thereof) have common controlling shareholders or other ownership interest; provided that this disqualification shall not apply in cases where the direct or indirect shareholding of a Bidder, its Member or an Associate thereof (or any shareholder thereof having a shareholding of more than

5% (five per cent) of the paid up and subscribed share capital of such Bidder, Member or Associate, as the case may be) in the other Bidder, its Member or Associate, has less than 5% (five per cent) of the subscribed and paid up equity share capital thereof; provided further that this disqualification shall not apply to any ownership by a bank, insurance company, pension fund or a public financial institution referred to in section 4A of the Companies Act, 1956. For the purposes of this Clause, indirect shareholding held through one or more intermediate persons shall be computed as follows:

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

38. 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 21.1 hereinabove, if a Bidder is found by the Bank to have directly or indirectly or through an agent, engaged or indulged in any corrupt/fraudulent/coercive/undesirable or restrictive practices during the bidding Process, such Bidder shall not be eligible to participate in any EOI/RFP issued by the Bank during a period of 2 (two) years from the date if such Bidder is found by the Bank to have directly or indirectly or through an agent, engaged or indulged in any corrupt/ fraudulent/ coercive/ undesirable or restrictive practices, as the case may be.
- iii. For the purposes of this Clause , the following terms shall have the meaning hereinafter, respectively assigned to them:
 - (a) “**corrupt practice**” means
 - (i) the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence the actions of any person connected with the bidding Process (for avoidance of doubt, offering of employment to or employing or engaging in any manner whatsoever, directly or indirectly, any official of the Bank who is or has been associated in any manner, directly or indirectly with the bidding Process or the Letter of Authority or has dealt with matters concerning the Concession Agreement or arising there from, before or after the execution thereof, at any time prior to the expiry of one year from the date such official resigns or retires from or otherwise ceases to be in the service of the Bank, shall be deemed to constitute influencing the actions of a person connected with the bidding Process); or
 - (ii) engaging in any manner whatsoever, whether during the bidding Process or after the issue of the Letter of Authority or after the execution of the Agreement, as the case may be, any person in respect of any matter relating to the Project or the Letter of Authority or the Agreement, who at any time has been or is a legal, financial or technical adviser of the Bank in relation to any matter concerning the Project;
 - (b) “**Fraudulent practice**” means 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.

39. Termination for Default:

- 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 and perform any or all the 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 Services.; or
 - e. Violations of terms and conditions stipulated in this RFP.
- 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, Services similar to those undelivered, and the Vendor shall be liable to the Bank for any increase in cost for such similar 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.
- vi. In the event of failure of the Service Provider to render the Services or in the event of termination of agreement or expiry of term or otherwise, without prejudice to any other right, the Bank at its sole discretion may make alternate arrangement for getting the Services contracted with another vendor. In such case, the Bank shall give prior notice to the existing Service Provider. The existing Service Provider shall continue to provide services as per the terms of contract until a 'New Service Provider' completely takes over the work. During the transition phase, the existing Service Provider shall render all reasonable assistance to the new Service Provider within such period prescribed by the Bank, at no extra cost to the Bank, for ensuring smooth switch over and continuity of services.

40. Force Majeure:

- i. Notwithstanding the provisions of terms and conditions contained in this RFP, the Vendor shall not be liable for forfeiture of its performance security, liquidated damages, or termination for default, if any, and to the extent that the delay in performance or other failure to perform its obligations under the Contract is the result of an event of Force Majeure.
- ii. For the purposes of this clause, 'Force Majeure' means and includes wars, insurrections, revolution, civil disturbance, riots, terrorist acts, public strikes, hartal, bundh, fires, floods, epidemic, 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.

41. 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.

42. Termination for Convenience:

The Bank, by written notice of not less than 90 (ninety) 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.

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

- a. 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. Any appeal will be subject to the exclusive jurisdiction of courts at Mumbai.
- b. 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.
- c. Arbitration proceeding shall be held at Mumbai, India, and the language of the arbitration proceedings and that of all documents and communications between the parties shall be in English.

44. Governing Language:

The governing language shall be English.

45. 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.

46. Taxes and Duties:

- a. Applicable taxes and duties to be borne by the Bidder except GST payable by the Bank on production of original receipts.
- b. 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.

47. Tax deduction at Source:

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.

48. Tender Fee:

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

49. Notices:

Any notice given by one party to the other pursuant to this contract shall be sent to other party in writing or by Fax and confirmed in writing to other Party's address. The notice shall be effective when delivered or on the notice's effective date mentioned in the notice whichever is later.

Part-II

SCHEDULE OF EVENTS

Sl. No	Particulars	Remarks
1	Contact details of issuing department (Name, Designation, Mobile No., Email address for sending any kind of correspondence regarding this RFP)	Sujay Kumar Yadav, Deputy General Manager (CFPT-Cards), 12th Floor, Payments & Special Projects, Corporate Centre, State Bank Bhavan, Nariman point, Mumbai- 400 021 Ph. 022-22741210 Email: smartcity@sbi.co.in and Copy to : dgm.debitcards@sbi.co.in
2	Bid Document Availability including changes/amendments, if any to be issued	- RFP may be downloaded from Bank's website https://www.sbi.co.in procurement news from 19.03.2019 to 11.04.2019
3	Last date for requesting clarification	Up to 3 pm on 28.03.2019 All communications regarding points / queries requiring clarifications shall be given in writing or by e-mail to smartcity@sbi.co.in and copy to dgm.debitcards@sbi.co.in
4	Pre - Bid Meeting at (venue)	From 4 pm to 6 pm on 02.04.2019 at Corporate Centre, State Bank Bhavan, Nariman Point, Mumbai
5	Clarifications to queries raised at pre-Bid meeting will be provided by the Bank.	On 05.04.2019
6	Last date and time for Bid submission	Up to 3 pm on 11.04.2019
7	Address for submission of Bids	Deputy General Manager (CFPT-Cards), 12th Floor, Payments & Special Projects, Corporate Centre, State Bank Bhavan,

		Nariman point, Mumbai- 400 021	
8	Date and Time of Presentation by Bidders	The date & time slot for presentation by each bidder will be intimated separately. (Total time allotted for each Bidder will be 30 minutes - 20 mins for presentation and 10 mins for Q&A)	
9	Date and Time of opening of Technical Bids	12 pm on 12.04.2019 Authorized representatives of vendors may be present during opening of the Technical Bids. However, Technical Bids would be opened even in the absence of any or all of the vendor representatives.	
10	Technical Evaluation	Bank will evaluate the bidders as per the evaluation criteria set. Bank will empanel Bidders who qualify in the Technical evaluation.	
11	Tender Fee	Amount Rs. 25,000/- Non-refundable by means of a DD or Bankers' cheque payable at Mumbai in favour of State Bank of India	
12	Earnest Money Deposit (EMD)	Rs.20.00 lakh	EMD shall be valid for 6 months
13	Performance Bank Guarantee	PBG for consultancy services shall be fixed at 10% of the total contract value with minimum of Rs. 50.00 lakh and it will be taken for each project on an individual basis which will be specified in each RFQ.	Validity period – Total period of respective Smart City project plus three months.
14	Project locations	Across India	

ANNEXURES

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ANNEXURE–A

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

Date: _____

To
The Deputy General Manager (CFPT-Cards)
State Bank of India,
Payments & Special Projects
Corporate Centre,
12th Floor, State Bank Bhavan
Madame Cama Road
Mumbai - 400021

Dear Sir,

Ref: RFP No. SBI/P&SP/PS/2018-19/RFP 001, dated 14.02.2019

~~~~~  
We have examined the above RFP, the receipt of which is hereby duly acknowledged and subsequent pre-Bid clarifications/ modifications / revisions, if any, furnished by the Bank and we offer to provide Services detailed in this RFP. We shall abide by the terms and conditions spelt out in the RFP.

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.
  - We have not induced or attempted to induce any other Bidder to submit or not to submit a Bid for restricting competition.
3. If our offer is accepted, we undertake to complete the formalities for providing Services within the period specified in this document.
4. We agree to abide by all the Bid terms and conditions, of this document.
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 Bidders who qualify after the completion of bidding process shall be displayed on the website of the Bank and/or communicated to the successful Bidder(s).
15. We 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

\_\_\_\_\_  
(Signature) (Name)  
(In the capacity of)

Duly authorised to sign Bid for and on behalf of

\_\_\_\_\_

**Seal of the company.**

**ANNEXURE-B**

**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:

**Commercial:**

| <b>S. No.</b> | <b>Eligibility Criteria</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       | <b>Compliance (Yes/No)</b> | <b>Documents to be submitted</b>                                                                                                                                                                                                                                                                                                                                            |
|---------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| 1.            | <p>The Bidder must be an Indian firm / Partnership/ LLP/ company/ organization registered under applicable Act in India.</p> <p>Or</p> <p>Bidder should constitute under Companies Act of the country, which it belongs to.</p> <p>In case of Foreign Company, the Bidder must have a representative office within India.</p> <p>Company must ensure to post appropriate number of employees at the place of project being executed to facilitate client coordination and faster turnaround to implementation related issues.</p> |                            | <p>Copy of the Partnership deed/Bye-Law/ Certificate of Incorporation issued by Registrar of Companies along with Memorandum &amp; Articles of Association and full address of the registered office.</p> <p>In case of Foreign Company, incorporation documents other than English language should be accompanied by a notarized translation to English language only.</p> |
| 2.            | <p>The Bidder must be a single legal entity having an average turnover of minimum Rs. 100 crore during last 3 financial years (FY 2015-16, 2016-17,2017-18)</p>                                                                                                                                                                                                                                                                                                                                                                   |                            | <p>Copy of the audited Balance Sheet and / or Certificate of the Chartered Accountant for preceding three years.</p>                                                                                                                                                                                                                                                        |
| 3.            | <p>The Bidder should be profitable organization (on the basis of Operating Profit for at least 3 out of last 5 financial years.</p>                                                                                                                                                                                                                                                                                                                                                                                               |                            | <p>Copy of the audited balance sheets along with profit and loss statement for corresponding years and / or Certificate of the Chartered Accountant</p>                                                                                                                                                                                                                     |

|     |                                                                                                                                                                                                                                                |  |                                                                                                                                                                                                                                                     |
|-----|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| 4.  | Bidder should have experience of minimum 1 digital payments strategy project for a smart city. Digital payments strategy should include digital payments for Govt. departments like property tax, gardens, water tax, permissions & licenses.  |  | Copy of the order and / or Certificate of completion of the work. The Bidder should also furnish user acceptance report and ongoing project report.                                                                                                 |
| 5.  | Bidder should have experience of minimum 2 years working on Smart City Projects involving implementation of digital payment infrastructure in at least 1 Smart City.                                                                           |  | Copy of relevant and valid PO / WO / LOA / Contract Agreement issued till the date of bid submission, along with completion certificates issued by the client or company secretary/CFO/Auditor of the consortium member, covering the requirements. |
| 6.  | Client references and contact details (email/ landline/ mobile) of customers for whom the Bidder has executed similar projects.<br>(Start and End Date of the Project to be mentioned) in the past (At least 3 client references are required) |  | 1.<br>2.<br>3.                                                                                                                                                                                                                                      |
| 7.  | Past/present litigations, disputes, if any (Adverse litigations could result in disqualification, at the sole discretion of the Bank)                                                                                                          |  | Brief details of litigations, disputes, if any are to be given on Company's letter head.                                                                                                                                                            |
| 8.  | Bidders should not have been blacklisted for deficiency in service by any Central/State/Quasi Govt., Public Sector Bank, Corporations in India and abroad during the last 5 years.                                                             |  | Bidder should specifically confirm on their letter head in this regard.                                                                                                                                                                             |
| 9.  | Bidder should have been in operation for minimum 10 years                                                                                                                                                                                      |  | Length of existence of Bidder should be mentioned.                                                                                                                                                                                                  |
| 10. | The Bidder should not have any Service Level Agreement pending to be signed with the Bank for more than 6 months                                                                                                                               |  | Bidder should specifically confirm on their letter head in this regard.                                                                                                                                                                             |



|  |                                                                                                                                                                                                            |  |  |
|--|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--|--|
|  | from the date of issue of purchase order issued by any of the Department at SBI as on the date of Bid submission. <b>[No change/ addition or deletion to be made by the Bidder to any of the clauses.]</b> |  |  |
|--|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--|--|

NOTE: Bidder should comply with all the above criteria. Else it would be disqualified.

Documentary evidence must be furnished against each of the above criteria along with an index. All documents must be signed by the authorized signatory of the Bidder. Relevant portions, in the documents submitted in pursuance of eligibility criteria, should be highlighted.

Signature

Seal of Company

**ANNEXURE-C**

**Bidder Details**

| S. No. | Particulars                                                                                                                                                                                    | Details |
|--------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------|
| 1.     | Name                                                                                                                                                                                           |         |
| 2.     | Date of Incorporation and / or commencement of business                                                                                                                                        |         |
| 3.     | Certificate of incorporation                                                                                                                                                                   |         |
| 4.     | Brief description of the Bidder including details of its main line of business                                                                                                                 |         |
| 5.     | Company website URL                                                                                                                                                                            |         |
| 6.     | Particulars of the Authorized Signatory of the Bidder<br>(1) Name<br>(2) Designation<br>(3) Address<br>(4) Phone Number (Landline)<br>(5) Mobile Number<br>(6) Fax Number<br>(7) Email Address |         |
|        |                                                                                                                                                                                                |         |

Signature and Seal of Company

**ANNEXURE-D**

**Scope of Work  
Smart City Project Management Consultant**

The consultant is expected to provide assistance in identifying potential Smart Cities, doing Business and feasibility analysis for participating and winning Smart City Projects, requirements gathering and Project Management consultancy for implementing end-to-end solutions for the Smart City. The objective being digitization of payments and collections for smart cities and SBI managing the entire payment channels – issuance and acquiring for the citizens / businesses of the Smart City. The scope is as follows

Phase I: Business Analysis for setting –up Smart City

Phase II: Project Management Office set-up for Smart City

**Pre Award Scope**

**Phase I: Business Analysis for setting-up Smart City platform**

**(1) Go to market plan for smart city**

- i. Undertake market scan for niche opportunities in individual Smart City projects and provide support to Bank to pitch in solutions to its identified needs.
- ii. To scan the ecosystem of Smart Cities in India and elsewhere and suggest most appropriate solutions to Bank.
- iii. Internal assessment to understand the capabilities and gaps and to submit recommendations and steps to close the gaps.
- iv. Shortlist and prioritization of opportunities available in Smart City projects. Define Use Cases.
- v. Suggest the approach for Smart Cities - Determine whether SBI can undertake Smart Cities through RFP or nomination basis.
- vi. Assist the Bank in giving response to various RFPs floated by various Smart City Special Purpose Vehicles (SPVs) and before RFP, assist the Bank in making presentation to Smart City Authorities explaining the solutions that can be provided.
- vii. Post bid submission, participate in the presentation round and prepare the required document/presentation to be presented as part of the overall evaluation.
- viii. Assistance in designing business plan with projections of Financial statements covering revenues, unit economics, capex, opex
- ix. Stakeholder mapping and understand expectations for each potential Smart City identified for digitization of payments and collections
- x. Create sales pitch for SBI that will provide go-to –market approach for SBI Smart City initiatives.

- xi. Evaluate organizational structure of SBI to ensure local connectivity with Smart City.
- xii. To provide periodical reports to the Bank regarding market scan and efforts put in in regard to Smart City Projects.

**(2) Feasibility Study for each selected Smart City that SBI intends to enter**

- i. Review existing bank systems (already implemented and being implemented) based on available documents like FRDs/FSDs, rules/guidelines, and inputs & data available from stakeholder's system like online portals and mobile applications for citizen services and utilities on the proposed smart solutions and integrate them into modules.
- ii. Identify systems / solution platform required along-with detailed system architecture.
- iii. Design the Standard Operating procedures for 'To-be' processes regarding existing or upcoming solutions as per the learnings from the as-is study.

Note: The above requirements and strategy will be based on discussions with commissioner/ CEO of Smart City

**(3) Support in Web Based & Mobile Application development**

- i. Assist Bank to build, test and integrate payment solutions (Web based, Mobile Application and Wallet) for the proposed Smart City solution.
- ii. Assistance in providing business requirements for Bank's smart city APP.
- iii. Engage with Bank's development team / APP development team to roll out APP for specific Smart City.
- iv. Defining internal / external integrations for roll out of APP/Website.

**Post Award Scope**

**Phase II: Project Management Office set-up for smart city**

**A. Smart City Mobilization Phase**

The following activities will be done by the consultant once SBI has been awarded the smart city engagement:

- i. Assess the current systems and capabilities of the Smart City SPV/Municipal corporations.
- ii. Assess the current technology and viability to shortlist the Common Payment Card System.
- iii. To conceptualize and suggest a city-wide payment solution (issuance & acceptance) for transit & non-transit mode which can be integrated/be

- compatible with the Banks System and other touch points of the smart city project.
- iv. Preparation of project plans for various phases/parts of the projects.
  - v. Discussions of stakeholders for defining the roles and responsibilities/TATs for various project activities
  - vi. Consultant is expected to advise bank for contracting formalities and negotiation of various clauses with respect to SLAs (part of the contract) that may need to be done
  - vii. Organize stakeholder meetings and based on their inputs prepare the separate To-Be document for Smart City solutions.
  - viii. Identify & prepare data digitization requirements
  - ix. Prioritize the use cases / functionalities to be catered through the proposed smart city solution
  - x. Document business process, transaction flows, and features for each of the use cases / functionalities and define the business & functional requirements for the Smart City Solution
  - xi. Review and finalize the business requirements for the Smart City Solution with SBI
  - xii. Recommend and assist the Bank for any decision making and implementation related activities.
  - xiii. The detailed work and the timelines thereto to be executed for the particular smart city will have to be adhered to by the empaneled consultant.

#### **B. Project Management Activities**

- i. Set-up PMO and governance office covering roles and responsibilities at the place of smart city project.
- ii. Develop the project documents like: implementation roadmap, strategy, project plan and status reports
- iii. Identify the activities on the critical path that will be key to the success of the project
- iv. Coordinate workshops and discussion meetings between the business, operations and technology team of the Bank
- v. Define the escalation mechanism for timely resolution of issues & risks.
- vi. The PMC will be required to visit Banks Business Office as well as Technology Center as and when required.

#### **C. Monitoring the deployment and commissioning of necessary hardware**

- i. Monitoring and coordinating with all stakeholders for installation and commissioning of infrastructure
- ii. Coordinate in monitoring the facility management services and help desk of the partners, to ensure system uptime
- iii. Provide fortnightly reports to the Bank for the status of implementation till “go-live”.



**D. UAT and Go-Live Report**

- i. Planning, preparing & execution of the user acceptance test, tracing the functional requirements before the Go Live
- ii. Preparation and submission of Go-Live Report
- iii. Documentation on integration with applications of other departments / agencies etc.
- iv. Assist & support to assess and certify the solution and associated infrastructure & services.

**E. Monitoring the Operations and Maintenance (O&M)**

- i. Preparation of the monitoring templates for project progress monitoring.
- ii. Monitor and coordinate with all stakeholders for operations and maintenance of the overall system as per the standards and requirements defined
- iii. Ensure that the SLAs and performance levels are defined for System Integrators/Technology Solutions Provider.
- iv. Review the SLA performance and effectiveness of the helpdesk set up by the System Integrators/Technology Solutions Provider.

**F. Post Implementation phase**

- i. Regular analysis and improvement of implemented initiatives
- ii. Impact assessment and evaluation of the initiatives
- iii. Data Analytics of various solutions
- iv. Smart city initiatives dashboard creation
- v. Assist in compliance of new regulatory / government initiatives that may come up during the course of the engagement
- vi. To devise strategies to promote the digital payment platform developed for Smart cities.
- vii. Effective hand over/Knowledge transfer of the projects to the Bank's internal resources on completion of the implementation/contract period of the project.

**Note:**

- I. Bidder must adhere to the Scope of Services that may vary according to the requirements of each Smart Cities.

ANNEXURE-E

**DRAFT AGREEMENT OF CONSULTANCY SERVICES FOR EMPANELMENT  
OF PROJECT MANAGEMENT CONSULTANTS FOR SMART CITY  
PROJECTS**

This Agreement for Consultancy Services for .....  
(hereinafter 'the Agreement') made on \_\_\_\_\_ day of \_\_\_\_\_.

Between

State Bank of India, constituted under the State Bank of India Act, 1955 having its Corporate Centre and Central Office at State Bank Bhavan, Madame Cama Road, Nariman Point, Mumbai-21 and having its Global IT Centre at CBD Belapur, Navi Mumbai through its Payments & Special Projects Department, hereinafter referred to as "the Bank/ SBI" which expression shall unless repugnant to the context or meaning thereof shall include its successors & assigns of the First Part;

And M/s....., incorporated under Companies Act, 1956/2013..... having its registered office at \_\_\_\_\_ hereinafter referred to as "Service Provider/ Consultant" which expression shall unless repugnant to the context or meaning thereof shall include its successor, executor & permitted assigns of the Second Part.

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

WHEREAS

- (i) The Bank is desirous of availing services for.....;
- (ii) .....
- (iii) .....
- (iv) The Service Provider has submitted its proposal for the aforesaid work and agreed to provide the services as may be required by the Bank mentioned in the Request for Proposal (RFP) No. **SBI/P&SP/PS/2018-19/RFP 001, dated 14-Feb-2019** issued by the Bank, referred hereinafter as a "RFP" and same shall be part of this Agreement.

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

## 1. DEFINITIONS AND INTERPRETATION

### 1.1 Definitions

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

- (a) "Agreement/ Contract" shall mean this agreement including all its Annexure, Schedules, Appendix and all amendments therein agreed by the Parties in writing.
- (b) "The Bank" 'means the State Bank of India (including domestic branches and foreign offices), subsidiaries and joint ventures, where the Bank has ownership of more than 50% of voting securities or the power to direct the management and policies of such subsidiaries and JVs. <Strike off whichever is not applicable>.
- (c) "Confidential Information" has the meaning set out in Section 9;
- (d) "Consultancy Service(s)" or "Service(s)" means all services, scope of work and deliverables to be provided by the Consultant/ Service Provider as described herein the Agreement.
- (e) "Deliverables/ Work Product" shall mean all work product generated by Consultant solely or jointly with others in the performance of the Services, including, but not limited to, any and all information, notes, reports, material, drawings, records, diagrams, formulae, processes, technology, firmware, software, know-how, designs, ideas, discoveries, inventions, improvements, copyrights, trademarks and trade secrets.
- (f) "Effective Date" shall mean the date on which this Agreement takes effect.
- (g) "Intellectual Property Rights" shall mean and include (a) copyrights and all renewals thereof; (b) trademarks, trade names, service marks, service names, logos and corporate names, both primary and secondary, together with all goodwill associated therewith and including, without limitation, all translations, adaptations, combinations and derivations of each of the foregoing, (c) trade secrets and other confidential information (including proposals, financial and accounting data, business and marketing plans, customer and supplier lists and related information); (d) all other intellectual property, including but not limited to design rights, trade names, information technology, domain names; and (e) all registrations and applications for registration, extension or renewal filed anywhere in the world for each of the foregoing;
- (h) "Project Cost" Project cost would be the total consideration that the Bank has to pay in accordance with the payment schedule to complete the Consultancy Services as per the terms of the Agreement.
- (i) "Purchase Order (PO)" shall mean PO NO. \_\_\_\_\_ dated \_\_\_\_\_ issued to Service Provider.
- (j) "Reports" shall mean the reports, materials, presentations or other communications, written or otherwise, in draft or final form, provided by Service Provider in terms of this Agreement.

(k) "Request for Proposal (RFP)" shall mean RFP NO. \_\_\_\_\_ dated \_\_\_\_\_ along with its clarifications/ corrigenda issued by the Bank time to time.

## 1.2 INTERPRETATION

In construing the Agreement:

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

1.2.2 The singular includes the plural and vice versa.

1.2.3 Reference to any gender includes each other gender.

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

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

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

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

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

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

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

1.3.1 This Agreement;

1.3.2 Schedule of Agreement;

1.3.3 PO; and

1.3.4 RFP

2. COMMENCEMENT & TERM

- 2.1 This Agreement shall commence from its date of execution mentioned above/ deemed to have commenced from \_\_\_\_\_ (Effective Date).
- 2.2 This Agreement shall be in force for a period .....unless terminated by the Bank by notice in writing in accordance with the termination clauses of this Agreement.
- 2.3 The Bank shall have the right at its discretion to renew this Agreement in writing, for a further terms of ..... year(s) on mutually agreed terms and conditions.
- 2.4 Unless terminated earlier in accordance with this Agreement, the Agreement shall come to an end on completion of the term specified in the Agreement or on expiration of the renewed term.

3. Scope of services

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

4. REPRESENTATIONS AND WARRANTIES

- 4.1 Each of the Parties represents and warrants in relation to itself to the other that:
  - 4.1.1 It has all requisite corporate power and authority to execute, deliver and perform its obligations under this Agreement and has been fully authorized through applicable corporate process to do so.
  - 4.1.2 The person(s) signing this agreement on behalf of the Parties have the necessary authority and approval for execution of this document and to bind his/their respective organization for due performance as set out in this Agreement. It has all necessary statutory and regulatory permissions, approvals and permits for the running and operation of its business.
  - 4.1.3 It has full right, title and interest in and to all software, copyrights, trade names, trademarks, service marks, logos symbols and other proprietary marks (collectively 'IPR') (including appropriate limited right of use of those owned by any of its vendors, affiliates or subcontractors) which it provides to the other Party, for use related to the services to be provided under this Agreement, and that any IPR provided by a Party does not infringe the IPR status of any third party.
  - 4.1.4 It will provide such cooperation as the other Party reasonably requests in order to give full effect to the provisions of this Agreement.
  - 4.1.5 The execution and performance of this Agreement by either of the Parties does not and shall not violate any provision of any of the existing Agreement with any of the party and any other third party.

#### 4.2 Additional Representation and Warranties by Service Provider

- 4.2.1 The Service Provider shall perform the Services and carry out its obligations under the Agreement with due diligence, efficiency and economy, in accordance with generally accepted techniques and practices used in the industry and with professional standards recognized by international professional bodies and shall observe sound management practices. It shall employ appropriate advanced technology and safe and effective equipment, machinery, material and methods.
- 4.2.2 The Service Provider has the requisite technical and other competence, sufficient, suitable, qualified and experienced manpower/personnel and expertise in providing the Services to the Bank.
- 4.2.3 The Service Provider has valid and subsisting rights to all data, modules, components, designs, utilities, subsets, objects, programme listings, tools, models, methodologies, programmes, systems analysis frameworks, leading practices, and specifications sought to be used by it in relation to the provision of the Services.
- 4.2.4 The Service Provider shall duly intimate to the Bank immediately, the changes, if any in the constitution of the Service Provider.
- 4.2.5 The team composition submitted in response to the RFP shall remain the same and will not be altered later on in any manner. The Bank will not consider substitution of professional staff during the Agreement period unless both Parties to the Agreement agree that undue delay makes such substitution unavoidable or for reasons such as death or medical incapacity or if the professional staff has left the organization. Any proposed substitute shall have equivalent or better qualifications and experience than the original candidate and be submitted by the Consultant within the period of time specified by the Bank. Such substitution shall only be effected with prior written approval of the Bank.
- 4.2.6 The products, services and Deliverables provided by the Service Provider to the Bank do not violate or infringe any patent, copyright, trademarks, trade secrets or other intellectual property rights of any third party.
- 4.2.7 Service Provider shall make all reasonable endeavors to provide the Services promptly and diligently, as provided under the terms of this Agreement. Service Provider also undertakes to make best efforts that no delays or disruption is caused in the execution or completion of the Services and that no additional costs are incurred by the Bank in relation to the Services. Service Provider agrees that it shall cause its Consultancy Team, including the Key Personnel, Professional personnel and support personnel to strictly adhere to the project plans/ SOW and the standards.
- 4.2.8 Service Provider shall ensure that all persons, employees, workers and other individuals engaged by Service Provider or sub-contracted by the Service Provider in rendering the services for this Agreement have undergone proper background check, police verification and other necessary due diligence checks to examine their antecedence and ensure their suitability for such engagement. No person shall be engaged by the Service Provider unless such person is found to be suitable in such

verification and the Service Provider shall retain the records of such verification and shall produce the same to the Bank as when requested.

## 5. RESPONSIBILITIES OF THE BANK

<For reference purpose only. User department can suitably amend the same according to project requirements>

- 5.1 The Bank shall designate a competent employee or employees, preferably within senior management, to be responsible for the completion of the Services contemplated under this Agreement and the supervision of the implementation of the Project Plan (“Nodal Officer”).
- 5.2 The Nodal Officer shall assist Service Provider in coordinating meetings/workshops with the relevant Heads of Departments and escalate issues/delays to the appropriate senior management and such Project Representative shall be Service Provider’s primary point of contact for the purposes of this Agreement. All communications to Service Provider shall be made solely by the Nodal Officer, on behalf of the Bank.
- 5.3 The Bank shall actively participate in providing required inputs and assessments required by the Consultancy Team in providing the Services in terms of this Agreement and the implementation of the Project Plan and validate and provide its acceptance for all Reports on a timely basis, if such Reports are in a form and manner that is acceptable to the Bank.
- 5.4 The Bank shall make administrative arrangements for working space (including communication, access cards and other infrastructure) at the State Bank Global IT Centre, CBD Belapur for the Consultancy Team.
- 5.5 The Bank shall arrange for the Heads of the Departments to attend meetings for the purposes explaining the processes and controls of the relevant Department to the Consultancy Team.
- 5.6 The Bank shall provide Service Provider and the Consultancy Team access to relevant documents/manuals/records as may be reasonably requested and required by the Consultancy Team in relation to the provision of the Services contemplated in terms of this Agreement.

## 6. RESPONSIBILITIES OF THE SERVICE PROVIDER

<For reference purpose only. User department can suitably amend the same according to project requirements>

- 6.1 Consultancy Team- For the purposes of the Services contemplated in terms of this Agreement and for the effective implementation of the Project Plan, Service Provider agrees and undertakes to nominate the following:
  - 6.1.1 \_\_\_\_\_ “Key Personnel” one of whom will be overall in-charge of the project and shall discharge his /her respective responsibilities. The Key Personnel should be working on the project from SBI location throughout the period of engagement; and
  - 6.1.2 Another Key Person will act as the manager in respect of the provision of the Services contemplated in terms of this Agreement and the implementation of the Project Plan. This Key Personnel shall also be

working on the project from SBI location throughout the period of engagement.

- 6.1.3 In addition to Key Personnel, the consultancy team shall comprise of experts and specialists (the “Professional Personnel”) in their respective areas of expertise and managerial/support staff (the “Support Personnel”) such that the Consultant should be able to complete the Consultancy within the specified time schedule.
  - 6.2 A detailed list of all the members of the team, including the Key Personnel, Professional Personnel and Support Personnel (“Consultancy Team”) is set out in **Schedule C** hereto.
  - 6.3 Service Provider agrees and undertakes that all the Key Personnel will be available for the entire duration of the project. The Bank will not consider any request for substitution of any member of the Consultancy Team.
  - 6.4 Service Provider for itself and on behalf of members of the Consultancy Team hereby agrees to sign the NDA in the format set out in **ANNEXURE G**, as required by the Bank and undertake to abide by the terms contained therein.
7. FEES, tax duties and payments
- 7.1 Service Provider shall be paid fees and charges in the manner detailed in hereunder written subject to deduction of income tax thereon wherever required under the provisions of the Income Tax Act by the Bank.
    - 7.1.1 The Bank agrees to pay the fees as set out in **Schedule B** (“Fees”) to Service Provider for the Services being rendered by it, in the manner set out in this Agreement.
    - 7.1.2 The Parties agree that the Fees payable in respect of a Stage shall be paid as per the detailed billing schedule set out in **Schedule B**.
    - 7.1.3 The Parties agree that all Fees will be billed by and payable in Indian rupees at Mumbai. The Bank will pay properly submitted valid invoices within reasonable period but not exceeding 30 (thirty) days after its receipt thereof.
  - 7.2 The Bank will pay ..... <specify the taxes payable by the Bank> on actual basis upon production of original receipt wherever required. Any other taxes, duties, levies, cess should be paid by the Service Provider and the Bank shall not be liable for the same.
  - 7.3 All expenses, stamp duty and other charges/ expenses in connection with execution of this Agreement shall be borne by Service Provider.
  - 7.4 Service Provider agrees and undertakes that it shall provide such representations, evidence and other documents as may be required by the Bank for the purposes of making any tax deductions at source or for the purposes of making any other tax payments. The Bank agrees that it shall provide Service Provider with such certificate as may be required by Service Provider in relation to the tax deductions at source made by the Bank, within a reasonable period of time.
  - 7.5 The Bank may withhold payment of any charges that it disputes in good faith, and may set-off penalty amount and any other amount which Service Provider owes the Bank against charges payable to Service Provider under



this Agreement.

## 8. INTELLECTUAL PROPERTY RIGHTS

- 8.1 The Parties agree that all data or information supplied by the Bank to Service Provider and/or the Consultancy Team in connection with the provision of Services by it shall remain the property of the Bank or its licensors.
- 8.2 Any licensed material used by the Service Provider for performing Services or developing Work Product for the Bank, the Service Provider should have right to use as well as right to license for the outsourced services. Any license or IPR violation on the part of Service Provider should not put the Bank at risk.
- 8.3 The Service Provider shall, at its own expenses without any limitation, indemnify and keep fully and effectively indemnified the Bank against all costs, claims, damages, demands, expenses and liabilities of whatsoever nature arising out of or in connection with all claims of infringement of trade mark, patent, copyright, trade secret, industrial design or any other Intellectual Property Rights of any third party arising from the Services or use of Work Product or any part thereof in India or abroad under this Agreement, subject to the following condition (s):
  - 8.3.1 The Bank shall promptly notify the Service Provider in writing of any allegations of infringement of which it has notice;
  - 8.3.2 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.
- 8.4 All Work Product prepared by the Consultant in performing the Services shall become and remain the sole and exclusive property of the Bank and all Intellectual Property Rights in such Work Product shall vest with the Bank. Any Work Product, of which the ownership or the Intellectual Property Rights do not vest with the Bank under law, shall automatically stand assigned to the Bank as and when such Work Product is created and the Consultant agrees to execute all papers and to perform such other acts as the Bank may deem necessary to secure its rights herein assigned by the Consultant. The Work Product shall not be used for any purpose other than intended under the scope of work, without prior written consent of the Bank.
- 8.5 In the event that Consultant integrates any work that was previously created by the Consultant into any Work Product, the Consultant shall grant to, and the Bank is hereby granted, a worldwide, royalty-free, perpetual, irrevocable license to exploit the incorporated items, including, but not limited to, any and all copyrights, patents, designs, trade secrets, trademarks or other Intellectual Property Rights, in connection with the Work Product in any manner that the Bank deems appropriate.

## 9. CONFIDENTIALITY

- 9.1 For the purpose of this Agreement, Confidential Information shall mean (i) information of all kinds, whether oral, written or otherwise recorded or in electronic form including, without limitation, any analyses, compilations,

forecasts, data, studies or other documents, regarding the past, current or future affairs, business, plans or operations of a Party to which the other Party will have access, (ii) the existence of the contemplated terms and the fact that discussions or negotiations are taking place or have taken place between the Parties concerning the contemplated terms, (iii) any and all information regarding the contemplated terms and any agreements that may be entered into in relation thereto and (iv) any customer details or other data received by a Party from the other Party or its customer(s) or otherwise shared between the Parties in connection with the Service.

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

- 9.2.1. Each Party shall keep confidential and shall not, directly or indirectly, disclose, except as provided in sub-clauses below, in any manner whatsoever, in whole or in part, the Confidential Information without the other Party's prior written consent.
- 9.2.2. Each Party shall hold the Confidential Information in confidence and shall exercise all reasonable diligence in ensuring that the Confidential Information is not disclosed to third parties and will refrain from using the Confidential Information for any purpose whatsoever other than for the purposes of this Agreement or for the purpose for which such information is supplied.
- 9.2.3. Notwithstanding the above, each Party may reveal the Confidential Information to those of its representatives, those of its' holding company and those of its subsidiaries who are involved in the negotiation or evaluation of the project, and shall procure and ensure that each of them complies with the obligation to keep the Confidential Information secret, private and confidential and strictly observes the terms of this Agreement.
- 9.2.4. The confidentiality obligation shall not apply to such portions of the Confidential Information which one of the Parties can demonstrate (i) are or become generally available to the public other than as a result of any breach of this Agreement, (ii) were in its possession on a non-confidential basis prior to the date hereof, (iii) have been rightfully received from a third party after the date hereof without restriction on disclosure and without breach of this Agreement, said third party being under no obligation of confidentiality to the other Party with respect to such Confidential Information, or is developed by the receiving party independently without any reference or use of disclosing party's Confidential Information.
- 9.2.5. In the event that a Party becomes legally compelled pursuant to any statutory or regulatory provision, court or arbitral decision, governmental order, or stock exchange requirements to disclose any of the Confidential Information, the compelled Party, as far as possible will provide the other Party with prompt written notice to the extent not prohibited by law. In any case, the compelled Party will furnish only that portion of the Confidential Information which is legally required and will

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

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

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

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

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

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

9.6. The obligations (collectivity referred to as "Confidentiality Obligations") set out in this article shall continue even after the termination/ expiry of this Agreement for a period of 5 (five) years provided Confidentiality Obligations with respect to individually identifiable information, customer's data of Parties, financial/account records or employee(s) records shall survive perpetual.

## 10. RELATIONSHIP BETWEEN THE PARTIES

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

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

- 10.3 None of the employees, representatives or agents of Service Provider shall be entitled to claim permanent absorption or any other claim or benefit against the Bank.
- 10.4 This Agreement shall not be construed as joint venture. Each Party shall be responsible for all its obligations towards its respective employees. No employee of any of the two Parties shall claim to be employee of other Party.
- 10.5 All the obligations towards the employees of a Party including that on account of personal accidents occurred while working in the premises of the other Party shall be with the respective employer and not on the Party in whose premises the accident occurred.

## 11. SUB-CONTRACTING

- 11.1 No sub-contracting of any part of the Services by the Service Provider shall be allowed other than those specifically mentioned in this Agreement or agreed by the Bank in writing.
- 11.2 The Service Provider agrees to obtain prior approval/consent of the Bank of the use of subcontractors by the Service Provider for any part of the services.
- 11.3 Before engaging Sub-Contractor, the Service Provider shall carry out due diligence process on sub-contracting/ sub-contractor to the satisfaction of the Bank and Bank shall have access to such records.
- 11.4 In the event of sub-contracting the Service Provider shall ensure that suitable documents including confidentiality agreement are obtained from the sub-contractor and the Service Provider shall ensure that the secrecy and faith of Bank's data / processes is maintained.
- 11.5 Notwithstanding approval of the Bank for sub-contracting, the Service Provider shall remain liable to the Bank for all acts/omissions of sub-contractors.
- 11.6 In respect of that part of the services where chain outsourcing and sub-contractors are permitted by the Bank, the sub-contractor should have same level of obligations as that of the Service Provider and the Service Provider agrees to obtain suitable documents in this regard from the sub-contractor.

## 12. LIQUIDATED DAMAGES

If Service Provider fails to perform services within stipulated time schedule or any loss is suffered by the Bank due to acts attributable to the Service Provider, the Bank shall, without prejudice to its other remedies under the Agreement, deduct from the Project Cost, as liquidated damages, a sum equivalent to .....of the total Project Cost for delay of each week or part thereof maximum up to ..... of Project Cost. Once the maximum is reached, the Bank may consider termination of Agreement pursuant to the conditions of Agreement.

## 13. PERFORMANCE GUARANTEE & PENALTY

- 13.1 The Service Provider has to furnish a performance guarantee for an amount of Rs..... for a period of .....months from a Scheduled Commercial Bank other than State Bank of India in a format provided/

approved by the Bank. The Performance Bank Guarantee is required to protect the interest of the Bank against the risk of non-performance of the Service Provider in respect of successful implementation of the project which may warrant the invoking of Bank Guarantee, also if any act of the Service Provider results in imposition of Liquidated Damages then the Bank reserves the right to invoke the submitted Performance Bank Guarantee.

- 13.2 Performance of the obligations under the Agreement shall be made by the Service Provider in accordance with the time schedule specified in this Agreement.
- 13.3 Any unexcused delay by the Service Provider in the performance of its Contract obligations shall render the Service Provider liable to Termination of the Contract for default.
- 13.4 If at any time during performance of the Contract, the Service Provider should encounter unexpected conditions impeding timely completion of the Services under the Agreement and performance of the services, the Service Provider shall promptly notify the Bank in writing of the fact of the delay, its likely duration and its cause(s). As soon as practicable, after receipt of the Service Provider's notice, the Bank shall evaluate the situation and may at its discretion extend the Service Provider's time for performance, in which case the extension shall be ratified by the Parties by amendment of the Agreement.
- 13.5 The Service Provider shall be liable to pay penalty at the rate mentioned in Schedule D in respect of any delay beyond the permitted period in providing the Services.

#### 14. COMPLIANCE WITH LAWS

- 14.1 Service Provider hereby agrees and declares that it shall be the sole responsibility of Service Provider to comply with the provisions of all the applicable laws, concerning or in relation to rendering of Services by Service Provider as envisaged under this agreement.
- 14.2 Service Provider shall procure and maintain all necessary licenses permissions, approvals from the relevant authorities under the applicable laws towards its Services throughout the currency of this Agreement.
- 14.3 Service Provider shall be solely liable & responsible for compliance of applicable Labour Laws in respect of its employees, agents, representatives and sub-Contractors and in particular laws relating to terminal benefits such as Pension, Gratuity, Provident Fund, Bonus or other benefits to which they may be entitled and the laws relating to Contract Labour, Minimum Wages, etc., and the Bank shall have no liability in these regards. Further, the Service Provider would indemnify/make good for the losses to the Bank for non-compliance or any claims against the Bank arising out of any non-compliance as above.
- 14.4 Service Provider shall cooperate fully with any legitimately provided/ constituted body conducting inquiry into processing and execution of this Agreement/ any other matter related with discharge of contractual obligations by the Service Provider.

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

## **15. GOVERNING LAW AND DISPUTE RESOLUTION**

### **15.1 Governing Law and Jurisdiction**

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

### **15.2 Dispute Resolution**

15.2.1 Any and all disputes, controversies and conflicts ("Disputes") arising out of this Agreement or in connection with this Agreement or the performance or non-performance of the rights and obligations set forth herein, or the breach, termination, invalidity or interpretation thereof shall be referred for arbitration in terms of the Arbitration and Conciliation Act, 1996 (Arbitration Act) or any amendments thereof. Prior to submitting the Disputes to arbitration the parties shall make all endeavors to settle the dispute/s through mutual negotiation and discussions. In the event that the said dispute/s are not settled within 30 days of the arising thereof as evidenced through the first written communication from any party notifying the other regarding the disputes, the same shall finally be settled and determined by arbitration as above.

15.2.2 The place of arbitration shall be at Mumbai and the language used in the arbitral proceedings shall be English. Arbitration shall be conducted by a mutually appointed sole arbitrator. If the Parties are unable to agree upon a sole Arbitrator, each Party shall appoint one arbitrator and the two arbitrators so appointed by the Parties shall appoint the third arbitrator, who shall be the Chairman of the Arbitral Tribunal.

15.2.3 The arbitral award shall be in writing and subject to the provisions of the Arbitration and Conciliation Act, 1996 or any amendments thereof and shall be enforceable in any court of competent jurisdiction.

15.2.4 Pending the submission to arbitration and thereafter, till the Arbitrator or the Arbitral Tribunal renders the award or decision, the Parties shall, except in the event of termination of this Agreement or in the event of any interim order/award is granted under the afore stated Act, continue to perform their obligations under this Agreement.

## **16. GENERAL INDEMNITY**

16.1 Service Provider agrees and hereby keeps the Bank indemnified against all claims, actions, loss, damages, reputation loss, costs, expenses, charges, including legal expenses (Attorney, Advocates fees included) which the

Bank may suffer or incur on account of (i) Service Provider's breach of its warranties, covenants, declarations or obligations; or (ii) breach of Confidentiality Obligations mentioned under this Agreement; or (iii) any acts of 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.

- 16.2 Service Provider shall be responsible for accuracy of the documents drafted and/ or vetted and data collected by it directly or procured from other agencies/authorities, estimates and all other details prepared by it as part of its Services. Subject to the provisions of Clause 17, it shall indemnify the Bank against any inaccuracy in its work which might surface during implementation of the project, if such inaccuracy is the result of any negligence or inadequate due diligence on part of Service Provider or arises out of its failure to conform to good industry practice. Service Provider shall also be responsible for promptly correcting, at its own cost and risk, the documents including such inaccuracy.
- 16.3 Service Provider further undertakes to promptly notify the bank in writing any breach of obligation of the Agreement by its employees or representatives including confidentiality obligation and in such an event, the Bank will in addition to and without prejudice to any other available remedies be entitled to immediate equitable relief in a Court of competent jurisdiction to protect its interest including injunctive relief.
- 16.4 Service Provider shall indemnify and keep fully and effectively indemnified the Bank against any fine or penalty levied on the Bank for improper payment of tax for the reasons attributable to the Service Provider.

## 17. CONFLICT OF INTEREST

- 17.1 Service Provider shall not receive any remuneration in connection with the assignment except as provided in the Contract.
- 17.2 Service Provider shall provide professional, objective and impartial advice and at all times hold the Bank's interests paramount, strictly avoiding conflicts with other assignment(s)/job(s) or their own corporate interests, and act without any expectation/ consideration for award of any future assignment(s) from the Bank. Service Provider shall not be hired for any assignment / job that, by its nature, may be in conflict with its prior or current obligations to other clients, or that may place it in a position of being unable to carry out the assignment in the best interest of the Bank.

## 18. LIMITATION ON LIABILITY

- 18.1 For breach of any obligation mentioned in this Agreement, subject to clause 18.3, 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 Project Cost.
- 18.2 Service Provider will ensure Bank's data confidentiality and shall be responsible for liability arising in case of breach of any kind of security and/or leakage of confidential customer/Bank's related information to the extent of loss so caused.

- 18.3 The limitations set forth in Clauses 18.1 shall not apply with respect to:
- (i) claims that are the subject of indemnification pursuant to Clause 8 i.e. Intellectual Property Rights;
  - (ii) damage(s) occasioned by the fraud, gross negligence or willful misconduct of Service Provider;
  - (iii) damage(s) occasioned by Service Provider for breach of Confidentiality Obligations mentioned under this Agreement;
  - (iv) Regulatory or statutory fines imposed by a Government or Regulatory agency for non-compliance of statutory or regulatory guidelines applicable to the Bank, provided such guidelines were brought to the notice of Service Provider.

**19. NO WAIVER OF BANK RIGHTS OR SERVICE PROVIDER'S LIABILITY**  
Neither any payment sign-off/payment by the Bank for acceptance of the whole or any part of the work, nor any extension of time/possession taken by the Bank shall affect or prejudice the rights of the Bank against Service Provider, or relieve Service Provider of their obligations for the due performance of the Agreement, or be interpreted as approval of the work done, or create liability on the Bank to pay for alterations/ amendments/ variations, or discharge the liability of Service Provider for the payment of damages whether due, ascertained, or certified or not or any sum against the payment of which the Service Provider are bound to indemnify Bank nor shall any such certificate nor the acceptance by them of any such paid on account or otherwise, affect or prejudice the rights of the Service Provider, against the Bank.

**20. POWER TO VARY OR OMIT WORK**

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



received instructions from the Bank as to the requirement of carrying out the altered or additional substituted work, which either then or later on, will in the opinion of Service Provider, involve a claim for additional payments, such additional payments shall be mutually agreed in line with the terms and conditions of the order.

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

## 21. RIGHT TO AUDIT

- 21.1 It is agreed by and between the parties that the Service Provider shall get itself annually audited by external/ internal empanelled Auditors appointed by the Bank/ inspecting official from the Reserve Bank of India or any regulatory authority, covering the risk parameters finalized by the Bank/ such auditors in the areas of products and Services etc. provided to the Bank and the Service Provider shall submit such certification by such Auditors to the Bank. The Service Provider and or his / their outsourced agents / sub – contractors (if allowed by the Bank) shall facilitate the same. The Bank can make its expert assessment on the efficiency and effectiveness of the security, control, risk management, governance system and process created by the Service Provider. The Service Provider shall, whenever required by such Auditors, furnish all relevant information, records/data to them. All costs for such audit shall be borne by the Bank.
- 21.2 Where any deficiency has been observed during audit of the Service Provider on the risk parameters finalized by the Bank or in the certification submitted by the Auditors, it is agreed upon by the Service Provider that it shall correct/ resolve the same at the earliest and shall provide all necessary documents related to resolution thereof and the auditor shall further certify in respect of resolution of the deficiencies. It is also agreed that the Service Provider shall provide certification of the auditor to the Bank regarding compliance of the observations made by the auditors covering the respective risk parameters against which such deficiencies observed.
- 21.3 Service Provider further agrees that whenever required by the Bank, it will furnish all relevant information, records/data to such auditors and/or inspecting officials of the Bank/ Reserve Bank of India and or any regulatory authority required for conducting the audit. 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 the Service Provider in conjunction with the services provided to the Bank.

## 22. TERMINATION

- 22.1 The Bank, without prejudice to any other remedy for breach of Agreement, shall have the right to terminate the Agreement in whole or part, at any time, by giving a written notice of at least 30 (thirty) days to Service Provider, if Service Provider fails to deliver any or all of the Deliverables within the period(s) specified in this Agreement, or within any extension thereof

- granted by the Bank pursuant to conditions of Agreement or if Service Provider fails to perform any other obligation(s) under the Agreement provided a cure period of not less than 30 (thirty) days is given to Service Provider to rectify the defects.
- 22.2 The Bank, by written notice of not less than 90 (ninety) days sent to the Service Provider, may terminate the Agreement, 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 Service Provider under the Agreement is terminated, and the date upon which such termination becomes effective.
- 22.3 The Bank shall have a right to terminate the Agreement immediately by giving a notice in writing to Service Provider in the following eventualities:
- 22.3.1 If any Receiver/Liquidator is appointed in connection with the business of the Service Provider or Service Provider transfers substantial assets in favour of its creditors or any orders / directions are issued by any Authority / Regulator which has the effect of suspension of the business of Service Provider.
- 22.3.2 If Service Provider applies to the Court or passes a resolution for voluntary winding up of or any other creditor / person files a petition for winding up or dissolution of Service Provider.
- 22.3.3 If any acts of commission or omission on the part of Service Provider or its agents, employees, sub-contractors or representatives, in the reasonable opinion of the Bank tantamount to fraud or prejudicial to the interest of the Bank or its employees.
- 22.3.4 If Service Provider is owned/ controlled wholly/ partly by any other Bank operating in India.
- 22.3.5 If any officer/ employee/ director of Service Provider or their relatives as defined in section 2(77) of the Companies Act, 2013 becomes a director of the Bank.
- 22.3.6 Any document, information, data or statement submitted by Service Provider in response to RFP, based on which Service Provider was considered eligible or successful, is found to be false, incorrect or misleading.
- 22.4 In the event the Bank terminates the Agreement in whole or in part for the breaches attributable to Service Provider, it may procure, upon such terms and in such manner as it deems appropriate, Services similar to those undelivered, and the Service Provider shall be liable to the Bank for any increase in cost for such similar Services. However, Service Provider shall continue performance of the Agreement to the extent not terminated.
- 22.5 In the event of termination of the Agreement for material breach, Bank shall have the right to give suitable publicity to the same including advising the Indian Bank's Association.
- 22.6 Upon termination or expiration of this Agreement, all rights and obligations of the Parties hereunder shall cease, except such rights and obligations as may have accrued on the date of termination or expiration; the obligation of indemnity; obligation of payment; Confidentiality Obligation; Governing Law

clause; Dispute resolution clause ; and any right which a Party may have under the Applicable law.

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

- 23.1 The Service Provider shall arrange and ensure proper contingency plans and attrition plan to meet any unexpected obstruction to the Service Provider or any employees or sub-contractors of the Service Provider in rendering the Services or any part of the same under this Agreement to the Bank.
- 23.2 In the event of failure of the Service Provider to render the Services or in the event of termination of Agreement or expiry of term or otherwise, without prejudice to any other right, the Bank at its sole discretion may make alternate arrangement for getting the Services contracted with another vendor. In such case, the Bank shall give prior notice to the Service Provider. Service Provider shall continue to provide services as per the terms of contract until a 'New Vendor' completely takes over the work. During the transition phase, Service Provider shall render all reasonable assistance to the New Vendor within such period prescribed by the Bank, at no extra cost to the Bank, for ensuring smooth switch over and continuity of services. If Service Provider is in breach of this obligation, it shall be liable for paying a penalty of Rs. \_\_\_\_\_ on demand to the Bank, which may be settled from the payment of invoices or performance guarantee for the contracted period.

### **24. FORCE MAJEURE**

- 24.1 Notwithstanding anything else contained in the Agreement, neither Party shall be liable for any delay in performing its obligations herein if and to the extent that such delay is the result of an event of Force Majeure.
- 24.2 For the purposes of this clause, 'Force Majeure' means and includes wars, insurrections, revolution, civil disturbance, riots, terrorist acts, public strikes, hartal, bundh, fires, floods, epidemic, quarantine restrictions, freight embargoes, declared general strikes in relevant industries, Vis Major Act of Government, impeding reasonable performance of the Contractor and / or Sub-Contractor but does not include any foreseeable events, commercial considerations or those involving fault or negligence on the part of the party claiming Force Majeure.
- 24.3 If a Force Majeure situation arises, the Service Provider shall promptly notify the Bank in writing of such conditions, the cause thereof and the likely duration of the delay. Unless otherwise directed by the Bank in writing, the Service Provider shall continue to perform its obligations under the Agreement as far as reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.
- 24.4 If the event of Force Majeure continues for a period more than 30 days, the Bank shall be entitled to terminate this Agreement at any time thereafter. Neither party shall have any penal liability to the other in respect of the termination of this Contract as a result of an Event of Force Majeure. However Service Provider shall be entitled to receive payments for all



services actually rendered up to the date of the termination of this Agreement.

25. ENTIRE AGREEMENT

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

25.2 This Agreement comprises this Agreement and the following Appendices/Addendums/Annexure/Schedules which shall be integral part of this Agreement, and the Parties shall be bound by the terms and conditions contained therein.

25.2.1 \_\_\_\_\_

25.2.2 \_\_\_\_\_

26. NOTICE

26.2 Any notice, invoice, approval, advice, report or any other communication required to be given under this Agreement shall be in writing and may be given by delivering the same by hand or sending the same by prepaid registered mail, telegram or facsimile to the relevant address set forth below or such other address as each Party may notify in writing to the other Party from time to time. Any such notice given as aforesaid shall be deemed to be served or received at the time upon delivery (if delivered by hand) or upon actual receipt (if given by telegram or facsimile) or seven (7) clear days after posting (if sent by post).

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

26.4 Address for communication to the Parties are as under:

26.4.1 Communications to the Bank:

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

26.4.2 Communications to Service Provider:

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

26.5 In case there is any change in the address of one party, it shall be communicated in writing to the other party within 15 (fifteen) days.

## 27. SEVERABILITY

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

## 28. MISCELLANEOUS

- 28.1 Any provision of this Agreement may be amended or waived, if, and only if such amendment or waiver is in writing and signed, in the case of an amendment by each party, or in this case of a waiver, by the Party against whom the waiver is to be effective.
- 28.2 No failure or delay by any Party in exercising any right, power or privilege hereunder shall operate as a waiver thereof nor shall any single or partial exercise of any other right, power or privilege. The rights and remedies herein provided shall be cumulative and not exclusive of any rights or remedies provided by law.
- 28.3 Neither this Agreement nor any provision hereof is intended to confer upon any person/s other than the Parties to this Agreement any rights or remedies hereunder.
- 28.4 In case of any change in applicable laws that has an effect on the terms of this Agreement, the Parties agree that the Agreement may be reviewed, and if deemed necessary by the Parties, make necessary amendments to the Agreement by mutual agreement in good faith.
- 28.5 If this Agreement is signed in counterparts, each counterpart shall be deemed to be an original.
- 28.6 The Service Provider shall not assign or transfer all or any of its rights, benefits or obligations under this Agreement without the approval of the Bank. The Bank may, at any time, assign or transfer all or any of its rights, benefits and obligations under this Agreement.
- 28.7 The Service Provider agrees that it shall not use the logo, trademark, copy rights or other proprietary rights of the Bank in any advertisement or publicity materials or any other written communication with any other party, without the prior written consent of the Bank.
- 28.8 During the term of this Agreement and for a one year thereafter, neither party shall (either directly or indirectly through a third party) employ, solicit to employ, cause to be solicited for the purpose of employment or offer employment to any employee/s or sub-contractor/s of the other party, or aid any third person to do so. However, nothing in this clause shall affect the Bank's regular recruitments as per its recruitment policy and not targeted to the employees of Service Provider.



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

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

State Bank of India

Service Provider

By:

By:

Name:

Name:

Designation:

Designation:

Date:

Date:

WITNESS:

1.

1.

2.

2.

**SCHEDULE A**

Service Provider's Scope of Work, Deliverables and Time Lines

Scope of Work:



**SCHEDULE B**

Fees

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

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

| Key Dates | Description of Deliverables | Payment % |
|-----------|-----------------------------|-----------|
|           |                             |           |
|           |                             |           |
|           |                             |           |
|           |                             |           |
|           | Total                       |           |





**SCHEDULE C**

List of Members of the Consultancy Team

| Sr. no                | Name | Designation | Role |
|-----------------------|------|-------------|------|
| Core Consultancy Team |      |             |      |
| 1                     |      |             |      |
| 2                     |      |             |      |
| 4                     |      |             |      |
| 5                     |      |             |      |
| 6                     |      |             |      |
| 7                     |      |             |      |
| 8                     |      |             |      |
| 9                     |      |             |      |

**SCHEDULE D**

Penalties

**ANNEXURE-F**

**Technical Evaluation Framework**

| Section #                            | Evaluation Criteria                         | Methodology                   | Total Marks |
|--------------------------------------|---------------------------------------------|-------------------------------|-------------|
| A                                    | Relevant Project Experience                 | Technical Evaluation          | 50          |
| B                                    | Proposed Key Project Team                   | Team Composition & Experience | 25          |
| C                                    | Approach & Methodology & Solutions proposed | Presentation                  | 25          |
| <b>Overall Technical Score Total</b> |                                             |                               | <b>100</b>  |

**(a) Evaluation Parameters for Technical Proposal**

| Sl. #                         | Technical Evaluation Criteria                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                | Maximum Marks | Supporting Document required                                                                          |                               |                                                                                 |                              |                                                                                                                                                                                                                                                                                                             |  |                                                                                                                        |
|-------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------|-------------------------------------------------------------------------------------------------------|-------------------------------|---------------------------------------------------------------------------------|------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--|------------------------------------------------------------------------------------------------------------------------|
| <b>A.</b>                     | <b>Relevant Project Experience</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           | <b>50</b>     |                                                                                                       |                               |                                                                                 |                              |                                                                                                                                                                                                                                                                                                             |  |                                                                                                                        |
| A1                            | Experience in project management / consulting engagements for managing digital payment solutions for Banks<br><br>>=2 Projects: 25 marks<br>=1 Project: 15 marks                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             | 25            | 1. The Consultant has to provide case studies with client contract/PO                                 |                               |                                                                                 |                              |                                                                                                                                                                                                                                                                                                             |  |                                                                                                                        |
| A2                            | Project management consultancy and implementation for smart cities from Government side<br>> =2 Projects: 25 marks<br>=1 Project : 15 marks                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  | 25            | Completion Certificate issued & signed by the competent authority of the client entity on letterhead. |                               |                                                                                 |                              |                                                                                                                                                                                                                                                                                                             |  |                                                                                                                        |
| <b>B.</b>                     | <b>Proposed Key Project Team</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             | <b>25</b>     |                                                                                                       |                               |                                                                                 |                              |                                                                                                                                                                                                                                                                                                             |  |                                                                                                                        |
|                               | <table border="1"> <thead> <tr> <th>Role</th> <th>Scores</th> </tr> </thead> <tbody> <tr> <td>Project Manager<br/>(10 marks)</td> <td> <b>Overall Experience</b><br/>                             &gt;=10 years -10 Marks<br/>                             &gt;=8 and &lt;10 years -5 Marks                         </td> </tr> <tr> <td>Smart City SME<br/>(10 marks)</td> <td> <b>Experience in projects involving Smart City implementation for digital payments / collections on the bank side</b><br/>                             &gt;=2 Project -5 marks<br/>                             1 Project -2 marks<br/><br/> <b>Experience in projects involving implementation for digital payments / collections of smart cities on the government side</b> </td> </tr> </tbody> </table> | Role          | Scores                                                                                                | Project Manager<br>(10 marks) | <b>Overall Experience</b><br>>=10 years -10 Marks<br>>=8 and <10 years -5 Marks | Smart City SME<br>(10 marks) | <b>Experience in projects involving Smart City implementation for digital payments / collections on the bank side</b><br>>=2 Project -5 marks<br>1 Project -2 marks<br><br><b>Experience in projects involving implementation for digital payments / collections of smart cities on the government side</b> |  | CV of the resource proposed<br><br>Certificate from HR that the proposed resource is on full time rolls of the bidder. |
| Role                          | Scores                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |               |                                                                                                       |                               |                                                                                 |                              |                                                                                                                                                                                                                                                                                                             |  |                                                                                                                        |
| Project Manager<br>(10 marks) | <b>Overall Experience</b><br>>=10 years -10 Marks<br>>=8 and <10 years -5 Marks                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              |               |                                                                                                       |                               |                                                                                 |                              |                                                                                                                                                                                                                                                                                                             |  |                                                                                                                        |
| Smart City SME<br>(10 marks)  | <b>Experience in projects involving Smart City implementation for digital payments / collections on the bank side</b><br>>=2 Project -5 marks<br>1 Project -2 marks<br><br><b>Experience in projects involving implementation for digital payments / collections of smart cities on the government side</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  |               |                                                                                                       |                               |                                                                                 |                              |                                                                                                                                                                                                                                                                                                             |  |                                                                                                                        |

| Sl. #     | Technical Evaluation Criteria                              |                                                                                                                                                       | Maximum Marks | Supporting Document required            |
|-----------|------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------|---------------|-----------------------------------------|
|           |                                                            | >=2 Project - 5 marks<br>1 Project -2 marks                                                                                                           |               |                                         |
|           | Project consultant (5 marks)                               | <u><b>Experience in digital payments / collections implementation projects for smart cities</b></u><br>>= 5years -5Marks<br>>=3 and < 5Years -2 Marks |               |                                         |
| <b>C.</b> | <b>Approach &amp; Methodology &amp; Solutions proposed</b> |                                                                                                                                                       | <b>25</b>     | <b>Assessment based on Presentation</b> |

**CUT OFF for technical empanelment - 75 Marks**

- For specific projects, the Bank would issue a RFQ. Basis of selection for each project would be decided at the time of each RFQ, depending on scope of Project.

**ANNEXURE-G**

**NON-DISCLOSURE AGREEMENT**

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

\_\_\_\_\_ 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. If the Service Provider shall appoint any Sub-Contractor then the Service Provider may disclose confidential information to such Sub-Contractor subject to such Sub Contractor giving the Bank an undertaking in similar terms to the provisions of this clause.
- (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.
  - a. Suspension of access privileges
  - b. Change of personnel assigned to the job
  - c. Financial liability for actual, consequential or incidental damages
  - d. Termination of contract
- (d) Disclosing Party may visit Receiving Party's premises, with reasonable prior notice and during normal business hours, to review Receiving Party's compliance with the term of this Agreement.

4. **Miscellaneous**

- (a) All Confidential Information and Confidential Materials are and shall remain the 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) Any 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.

Dated this \_\_\_\_\_ day of \_\_\_\_\_ 2018 at \_\_\_\_\_  
(month) (place)

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

|             |  |  |
|-------------|--|--|
| Name        |  |  |
| Designation |  |  |
| Place       |  |  |
| Signature   |  |  |

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

|             |  |  |
|-------------|--|--|
| Name        |  |  |
| Designation |  |  |
| Place       |  |  |
| Signature   |  |  |



**ANNEXURE-H**

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

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

**ANNEXURE-I**

**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 \_\_\_\_\_ 2018 , 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 "BUYER", which expression shall mean and include, unless the context otherwise requires, its successors) of the First Part and M/s \_\_\_\_\_ represented by

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

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

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

NOW, THEREFORE,

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

- Enabling the BUYER to obtain the desired service / product at a competitive price in conformity with the defined specifications by avoiding the high cost and the distortionary

impact of corruption on public procurement; and

- Enabling BIDDERS to abstain from bribing or indulging in any corrupt practice in order to secure the contract by providing assurance to them that their competitors will also abstain from bribing and other corrupt practices and the BUYER will commit to prevent corruption, in any form, by its officials by following transparent procedures.

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

**1. Commitments of the BUYER**

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

## 2. Commitments of BIDDERS

- 2.1 The BIDDER commits itself to take all measures necessary to prevent corrupt practices, unfair means and illegal activities during any stage of its Bid or during any pre-contract or post-contract stage in order to secure the contract or in furtherance to secure it and in particular commit itself to the following:
- 2.2 The BIDDER will not offer, directly or through intermediaries, any bribe, gift, consideration, reward, favour, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any official of the BUYER, connected directly or indirectly with the bidding process, or to any person, organisation or third party related to the contract in exchange for any advantage in the bidding, evaluation, contracting and implementation of the contract.
- 2.3 The BIDDER further undertakes that it has not given, offered or promised to give, directly or indirectly any bribe, gift, consideration, reward, favour, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any official of the BUYER or otherwise in procuring the Contract or forbearing to do or having done any act in relation to the obtaining or execution of the contract or any other contract with State Bank of India for showing or forbearing to show favour or disfavour to any person in relation to the contract or any other contract with State Bank of India.
- 2.4 Wherever applicable, the BIDDER shall disclose the name and address of agents and representatives permitted by the Bid documents and Indian BIDDERS shall disclose their foreign principals or associates, if any.
- 2.5 The BIDDER confirms and declares that they have not made any payments to any agents/brokers or any other intermediary, in connection with this Bid/contract.
- 2.6 The BIDDER further confirms and declares to the BUYER that the BIDDER is the original vendors or service providers in respect of product /

service covered in the Bid documents and the BIDDER has not engaged any individual or firm or company whether Indian or foreign to intercede, facilitate or in any way to recommend to the BUYER or any of its functionaries, whether officially or unofficially to the award of the contract to the BIDDER, nor has any amount been paid, promised or intended to be paid to any such individual, firm or company in respect of any such intercession, facilitation or recommendation.

- 2.7 The BIDDER, at the earliest available opportunity, i.e. either while presenting the Bid or during pre-contract negotiations and in any case before opening the financial Bid and before signing the contract, shall disclose any payments he has made, is committed to or intends to make to officials of the BUYER or their family members, agents, brokers or any other intermediaries in connection with the contract and the details of services agreed upon for such payments.
- 2.8 The BIDDER will not collude with other parties interested in the contract to impair the transparency, fairness and progress of the bidding process, Bid evaluation, contracting and implementation of the contract.
- 2.9 The BIDDER will not accept any advantage in exchange for any corrupt practice, unfair means and illegal activities.
- 2.10 The BIDDER shall not use improperly, for purposes of competition or personal gain, or pass on to others, any information provided by the BUYER as part of the business relationship, regarding plans, technical proposals and business details, including information contained in any electronic data carrier. The BIDDER also undertakes to exercise due and adequate care lest any such information is divulged.
- 2.11 The BIDDER commits to refrain from giving any complaint directly or through any other manner without supporting it with full and verifiable facts.
- 2.12 The BIDDER shall not instigate or cause to instigate any third person to commit any of the actions mentioned above.
- 2.13 If the BIDDER or any employee of the BIDDER or any person acting on behalf of the BIDDER, either directly or indirectly, is a relative of any of the

officers of the BUYER, or alternatively, if any relative of an officer of the BUYER has financial Interest/stake in the BIDDER's firm, the same shall be disclosed by the BIDDER at the time of filing of tender. The term 'relative' for this purpose would be as defined in Section 6 of the Companies Act 1956.

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

### **3. Previous Transgression**

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

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

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

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

conclusive proof for making such payment to the BUYER.

- 4.2 Unless otherwise stipulated in the Bid document / RFP, the Earnest Money/Security Deposit shall be valid up to a period of five years or the complete conclusion of the contractual obligations to the complete satisfaction of both the BIDDER and the BUYER, including warranty period, whichever is later.
- 4.3 In case of the successful BIDDER a clause would also be incorporated in the Article pertaining to Performance Bond in the Purchase Contract that the provisions of Sanctions for Violation shall be applicable for forfeiture of Performance Bond in case of a decision by the BUYER to forfeit the same without assigning any reason for imposing sanction for violation of this Pact.
- 4.4 No interest shall be payable by the BUYER to the BIDDER on Earnest Money/Security Deposit for the period of its currency.

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

- 5.1 Any breach of the aforesaid provisions by the BIDDER or any one employed by it or acting on its behalf (whether with or without the knowledge of the BIDDER) shall entitle the BUYER to take all or any one of the following actions, wherever required:
- (i) To immediately call off the pre contract negotiations without assigning any reason and without giving any compensation to the BIDDER. However, the proceedings with the other BIDDER(s) would continue, unless the BUYER desires to drop the entire process.
  - (ii) The Earnest Money Deposit (in pre-contract stage) and/or Security Deposit/Performance Bond (after the contract is signed) shall stand forfeited either fully or partially, as decided by the BUYER and the BUYER shall not be required to assign any reason therefore.
  - (iii) To immediately cancel the contract, if already signed, without giving any compensation to the BIDDER.
  - (iv) To recover all sums already paid by the BUYER, and in case of an Indian



BIDDER with interest thereon at 2% higher than the prevailing Base Rate of State Bank of India, while in case of a BIDDER from a country other than India with interest thereon at 2% higher than the LIBOR. If any outstanding payment is due to the BIDDER from the BUYER in connection with any other contract for any other stores, such outstanding could also be utilized to recover the aforesaid sum and interest.

- (v) To encash the advance bank guarantee and performance bond/warranty bond, if furnished by the BIDDER, in order to recover the payments, already made by the BUYER, along with interest.
- (vi) To cancel all or any other Contracts with the BIDDER. The BIDDER shall be liable to pay compensation for any loss or damage to the BUYER resulting from such cancellation/rescission and the BUYER shall be entitled to deduct the amount so payable from the money(s) due to the BIDDER.
- (vii) To debar the BIDDER from participating in future bidding processes of the BUYER or any of its Subsidiaries for a minimum period of five years, which may be further extended at the discretion of the BUYER.
- (viii) To recover all sums paid, in violation of this Pact, by BIDDER(s) to any middleman or agent or broker with a view to securing the contract.
- (ix) Forfeiture of Performance Bond in case of a decision by the BUYER to forfeit the same without assigning any reason for imposing sanction for violation of this Pact.
- (x) Intimate to the CVC, IBA, RBI, as the BUYER deemed fit the details of such events for appropriate action by such authorities.

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

5.3 The decision of the BUYER to the effect that a breach of the provisions of this Pact has been committed by the BIDDER shall be final and conclusive on the



BIDDER. However, the BIDDER can approach the Independent Monitor(s) appointed for the purposes of this Pact.

**6 Fall Clause**

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

**7. Independent Monitors**

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

|       |       |
|-------|-------|
| ..... | ..... |
| ..... | ..... |
| ..... | ..... |
| ..... | ..... |

7.2 The task of the Monitors shall be to review independently and objectively, whether and to what extent the parties comply with the obligations under this Pact.

7.3 The Monitors shall not be subjected to instructions by the representatives of the parties and perform their functions neutrally and independently.

7.4 Both the parties accept that the Monitors have the right to access all the documents relating to the project/procurement, including minutes of meetings. Parties signing this Pact shall not approach the Courts while

representing the matters to Independent External Monitors and he/she will await their decision in the matter.

- 7.5 As soon as the Monitor notices, or has reason to believe, a violation of this Pact, he will so inform the Authority designated by the BUYER.
- 7.6 The BIDDER(s) accepts that the Monitor has the right to access without restriction to all Project documentation of the BUYER including that provided by the BIDDER. The BIDDER will also grant the Monitor, upon his request and demonstration of a valid interest, unrestricted and unconditional access to his project documentation. The same is applicable to Subcontractors. The Monitor shall be under contractual obligation to treat the information and documents of the BIDDER/Subcontractor(s) with confidentiality.
- 7.7 The BUYER will provide to the Monitor sufficient information about all meetings among the parties related to the Project provided such meetings could have an impact on the contractual relations between the parties. The parties will offer to the Monitor the option to participate in such meetings.
- 7.8 The Monitor will submit a written report to the designated Authority of BUYER/Secretary in the Department/ within 8 to 10 weeks from the date of reference or intimation to him by the BUYER / BIDDER and, should the occasion arise, submit proposals for correcting problematic situations.

#### **8. Facilitation of Investigation**

In case of any allegation of violation of any provisions of this Pact or payment of commission, the BUYER or its agencies shall be entitled to examine all the documents including the Books of Accounts of the BIDDER and the BIDDER shall provide necessary information and documents in English and shall extend all possible help for the purpose of such examination.

#### **9. Law and Place of Jurisdiction**

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

**10. Other Legal Actions**

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

**11. Validity**

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

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

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

For BUYER

For BIDDER

Name of the Officer.

Chief Executive Officer

Designation

Office / Department / Branch

State Bank of India

Witness

Witness

1

1.

2

2.

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

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

ANNEXURE-J

FORMAT FOR EMD BANK GUARANTEE

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Dear Sir,

**EMD BANK GUARANTEE FOR  
NAME OF SERVICE TO STATE BANK OF INDIA TO MEET SUCH  
REQUIREMENT AND PROVIDE SUCH SERVICES AS ARE SET OUT IN THE RFP  
NO. SBI/P&SP/PS/2018-19/RFP 001, dated 14-Feb-2019'**

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/P&SP/PS/2018-19/RFP 001, dated 14-Feb-2019.

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 180 days 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 180 days 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 of Bank.

(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