



**REQUEST FOR PROPOSAL (RFP)**

**FOR**

**Processing, Sorting, Packeting, Bundling and Shrink**

**Wrapping of Currency Notes on brand new current model**

**of Note Sorting and other related Machines**

**on Hire Basis**

**at**

**Currency Chest Branches**

---

**Ref: SBI/R&DB/ABD/2 dated: 02.03.2020**

**State Bank of India**  
**Agency Banking Department**  
**R&DB Operations,**  
**Corporate Centre,**  
**Mumbai.**

## **Index to RFP Contents**

<b>S. No.</b>	<b>PARTICULARS</b>	<b>Page No.</b>
	<b>PART – I</b>	
1	Invitation To BID	3-4
	Schedule of Events	5
	<b>PART – II</b>	
2	Disclaimer	6
	<b>PART – III</b>	
3	Instructions to Bidder	7-28
	01. Scope of work	7
	02. Terms & Conditions	7
	03. Eligibility Criteria for submission of BIDs	10
	04. Bid Security / Earnest Money Deposit	11
	05. Integrity Pact	12
	06. Bidding Documents	12
	07. Deadline for Submission of Bids	12
	08. Modification & Withdrawal of BIDs	12
	09. Validity Period of the RFP	13
	10. Bid Integrity	13
	11. Performance Bank Guarantee	13
	12. Payment Terms	13
	13. Technical Bid Parameters	14
	14. Service Standards	14
	15. Contingency Arrangements	14
	16. Technical Parameters	14
	17. Financial Parameters	21
	18. Taxes and Duties & Statutory and other regulations	21
	19. Clarification/Amendments of Bidding documents	22
	20. Preliminary evaluation and Opening of Bids	22
	21. Technical Evaluation	23
	22. Procedure of determining the L-1 Bidder & Award Criteria	24
	23. Contacting the Bank	24
	24. Bank's right to Accept/Reject any BID or to Reject all BIDs	24
	25. Fraud & corrupt practices	24
	26. Confidentiality	26
	27. Force Majeure	26
	28. Documents to be submitted	27
	29. Other Terms and conditions	27
	<b>PART – IV</b>	
4	Bid forms, BG formats and other Annexures	
	Covering Letter	29
	Annexure-I	30-31
	Annexure-II	32-43
	Schedule – I	44
	Schedule – II	45
	Schedule – III	46-49
	Annexure – III	50-51
	Annexure – IV (Format for submission of monthly claims for Cash Processing)	52
	Annexure – V (Details of Banks for whom Currency Notes Processing services / supply / maintenance of NSM are being/has been provided)	53
	Annexure – VI (Manufacturers'/producers' authorization form)	54
	Annexure – VII (List of First Class Bank)	55
	Annexure – VIII (Format for EMD Bank Guarantee)	56-58
	Annexure – IX (Performance Bank Guarantee Format-Security Deposit)	59-61
	Annexure – X (Format for Pre-Contract Integrity Pact)	62-68
	Annexure – XI (Financial BID Format)	69
	Annexure – XII (Certificate)	70

## **PART – I**

### **INVITATION TO BID**

**State Bank of India  
Agency Banking Department  
Corporate Centre, Mumbai**

1. Proposal, consisting of Technical Proposal (TP) and Commercial Indicative Price Proposal (CIPP) in two separate sealed covers further packed in one sealed cover, are invited up to **16:00 hours on 30.03.2020** (last date of submission), for processing, sorting, packeting, bundling and shrink wrapping of Currency Notes by supply, installation, commissioning, maintenance and operations of brand new current model of Note Sorting and other related Machines (NSMs) at Currency Chests (CCs) with a capacity to process minimum **3 lakh Currency Notes per day** on single shift basis.

2. **Earnest Money:** The proposal must be accompanied by Earnest Money in the form of either Banker's Cheque / Pay Order/ Demand Draft favouring State Bank of India, payable at Mumbai for **₹ 25.00 lakh** (Rupees Twenty Five Lakh Only) or irrevocable Bank Guarantee (**as per Annexure-VIII "Format for EMD Bank Guarantee"**) issued by a First Class Bank in India mentioned in **Annexure-VII** for **₹ 25.00 lakh** (Rupees Twenty Five Lakh Only). In case, State Bank of India (SBI) is the sole Banker for the Bidder, a Letter of Comfort from SBI would be acceptable.

3. Both Technical Bid and Commercial Indicative Price Bid are to be packed and sealed in separate envelopes and submitted together in one envelope superscribed with "RFP: SBI/R&DB/ABD/2 due on 30.03.2020". The Technical Bid will be opened at **17:00 hours on 30.03.2020** Commercial/Financial Indicative Price Bid will be opened after completion of technical evaluation including review of the working operations of NSMs offered under RFP at any live location. Eligible bidders, who have successfully qualified in Eligibility Criteria and whose NSMs meet the technical features, will be advised in writing by email for arranging visit of the Bank's team for reviewing the working operations of NSMs.

4. The Technical bids will be evaluated further on Technical Specifications. The Commercial/Financial Indicative Price Bid should mention only the indicative rate for processing on NSMs per output bundle (consisting of 1000 pieces of currency notes), inclusive of all consumables and remuneration of unskilled/skilled/technical human resources. Final bidding will be conducted through e-reverse auction process.

**5.** RFP forms should be downloaded from the Bank's websites <https://bank.sbi> under 'Procurement News' and <https://etender.sbi> from **11:00 hours on 02.03.2020 to 15:00 hours on 30.03.2020.**

**6.** Tender Fee of ₹ 25,000/- (non-refundable) should be submitted by Banker's Cheque / Pay Order/ Demand Draft favouring State Bank of India, payable at Mumbai along with Technical Proposal, at the time of submission of sealed Proposal, preferably in person. The Proposal sent by Courier / Registered Post and not received at the above address within the stipulated time will not be considered.

**7.** Exemption in Tender Fee and Earnest Money Deposit, shall be admissible subject to productions of documents related to registration as under:

- a) Micro & Small Enterprises (MSEs).
- b) Startup Entity(ies)

**8.** In case the last date of issuance and/ or the date of receipt and opening of the Proposals is declared as holiday, the respective date shall be treated as postponed to the same time of the next working day.

**9.** Technical Proposal should contain all the information/details required in this RFP. Technical Proposal without complete information will not be considered.

**10.** Bank reserves the right to make any change in the contents or the dates mentioned in this RFP document, which will be communicated by publishing it on the Bank's websites <https://bank.sbi> under 'Procurement News' and <https://etender.sbi>, any time but at least 2 days in advance from the date of submission of the Proposal and such amendments will be binding on all bidders.

**11.** The information provided by the bidders in response to this RFP will become property of the Bank and will not be returned.

**12.** The acceptance of any Proposal or otherwise will rest with the Bank, which does not bind itself to accept the lowest bid and reserves the right to reject any or all the Proposals which do not fulfill all or any of the conditions and are incomplete in any respect or without assigning any reason whatsoever. The Bank reserves the right to cancel the RFP Process at any stage without assigning any reason whatsoever.

**Deputy General Manager  
(Agency Banking Department)**

## Request For Proposal (RFP) for

### Processing, Sorting, Packeting, Bundling and Shrink Wrapping of Currency Notes on Brand New, Current Model of Note Sorting and Other Related Machines on Hire Basis at Currency Chest Branches

### SCHEDULE OF EVENTS

RFP Document Availability	RFP document can be downloaded from Bank's websites <a href="https://bank.sbi">https://bank.sbi</a> under 'Procurement News' and <a href="https://etender.sbi">https://etender.sbi</a> from 11:00 Hrs on 02.03.2020 to 15:00 Hrs on 30.03.2020.
Last date for requesting clarification (optional)	Upto 17:00 Hrs on 13.03.2020 All communications regarding points / queries requiring clarifications are to be given in writing by email at <a href="mailto:dgm.abd@sbi.co.in">dgm.abd@sbi.co.in</a> , cc: <a href="mailto:cmcep.bodcc@sbi.co.in">cmcep.bodcc@sbi.co.in</a>
Pre - bid Meeting	15:00 Hrs on 16.03.2020 at the address mentioned below in Conference Hall at 10 <sup>th</sup> floor.
Last Date of Submission Of proposal	15:00 Hrs on 30.03.2020
Date of Opening of Technical Bid	16:00 Hrs on 30.03.2020 at 10 <sup>th</sup> Floor, State Bank Bhavan, Corporate Centre, Mumbai-400021
Date of Opening of Commercial/Financial Bid	After completion of technical evaluation including review of working operations of NSMs  Bidders qualifying in technical eligibility, will be communicated in writing by email and SMS on contact details mentioned in the proposal.
Address for Communication and submission of bid.	Agency Banking Department, 6 <sup>th</sup> Floor, State Bank Bhavan, Madame Cama Road, Nariman Point, Mumbai-400021.

**Deputy General Manager  
(Agency Banking Department)**

## **PART - II**

### **DISCLAIMER**

The information contained in this Request For Proposal (RFP) document or information provided subsequently to Bidder(s)/applicants/Service Provider(s) whether verbally or in documentary form by or on behalf of State Bank of India (Bank), is provided to the Bidder(s)/applicants/Service Provider(s) on the terms and conditions set out in this RFP document and all other terms and conditions subject to which such information is provided.

This RFP is neither an agreement nor an offer and is only an invitation by the Bank to the interested parties for submission of bids. The purpose of this RFP is to provide the Bidder(s)/applicants/Service Provider(s) with information to assist the formulation of their proposals. This RFP does not claim to contain all the information each Bidder(s)/applicants/Service Provider(s) may require. Each Bidder(s)/applicants/Service Provider should conduct its own investigations and analysis and should check the accuracy, reliability and completeness of the information in this RFP and where necessary obtain independent advice. Bank makes no representation or warranty and shall incur no liability under any law, statute, rules or regulations as to the accuracy, reliability or completeness of this RFP. Bank may in its absolute discretion, but without being under any obligation to do so, update, amend or supplement the information in this RFP. No contractual obligation whatsoever shall arise from the RFP process until a formal contract is signed and executed by duly authorized officers of the Bank with the selected Bidder(s)/applicants/Service Provider(s).

## **PART – III**

### **INSTRUCTIONS TO BIDDER**

<b>Description of the Process /Machines</b>	<b>Rated Capacity</b>	<b>Number of Machines Required</b>
Processing, Sorting, Packeting, Bundling and Shrink Wrapping of Currency Notes by supply, installation, commissioning, maintenance and operations of Brand New Current Model of Note Sorting and other related Machines (NSMs) on Hire Basis	Processing Capacity of 3 lakh Currency Notes per day on single shift basis.	442 NSMs at Currency Chests (CCs) at different centres in India. Bank reserves the right to increase or decrease the requirement maximum by 25%.

#### **01. Scope of the Work:**

The Bank proposes to hire services for processing, sorting, packeting, bundling and shrink wrapping of Currency Notes by supply, installation, commissioning, maintenance and operations of brand new current model of Note Sorting and other related Machines (NSMs) at Currency Chests (CCs) . Bank will reserve the rights to discontinue use of plastic / shrink wrapping keeping in view regulations prevalent from time to time.

#### **02. Terms and Conditions:**

**02.01** Bidder should be suppliers / manufacturers of Note Sorting Machine and should have supplied/ installed Note Sorting Machines in any part of the world. Such machines should be working as on the date of submitting the proposal. The Bidder shall be responsible for maintaining the machine in working condition on 24x7 basis. The service calls should be attended to within a period of 24 hours, failing which an appropriate penalty will be deducted from monthly payments to the Service Provider (SP).

**02.02** Bidder should submit the site preparation plan, including civil construction and electrical plan, as per machine requirement with 2 options. Processing charges will be based on per bundle basis (consisting of 1000 pieces of currency notes) for the Currency Notes processed, sorted, banded, bundled and shrink wrapped, as per RBI guidelines.

**02.03** Bidder should be willing to supply/install Air purifier at their cost for ensuring good quality air to the operating staff.

**02.04** Bidder should be willing to supply/install UPS with the NSMs for their smooth operations at their cost and the Bank will be providing only Power from public supply or from Generators in case of power failure. Bank shall arrange for the air-conditioned environment; however no climate control during non-working hours will be made available.

**02.05** Bidder should be willing to arrange for all miscellaneous items for preparation of Currency Notes for processing on NSMs and the Bank will provide required number of tables & chairs, almirahs only.

- 02.06** Services are generally required to be provided at Currency Chests (CC). Details of CCs shall be intimated in due course. The number of CCs is likely to be around 442.
- 02.07** The Bank reserves the right to place additional order for installation, operations and maintenance of NSMs on hire basis upto maximum 25% of the quantity of machines mentioned above before the expiry of one year from the finalising Service Provider at the same terms and conditions.
- 02.08** The Bank reserves the right to increase number of NSMs at any location depending on Cash Inflow.
- 02.09** Bidder has to process the Currency Notes in the premises of Currency Chest (CC). The Currency Notes will be provided by the CC in the form of bundles i.e. 10 packets of 100 notes each denomination-wise and branch-wise on preliminary verification basis by counting bundles and number of packets in each bundle. The work relating to preparation of notes for processing on NSM will be the responsibility of the **Service Provider (SP)**.
- 02.10** Notes will be processed, sorted, & banded (For Fit and ATM-Fit category) using Note Sorting & Banding Machine to be supplied on hire basis. Further, bundling & shrink wrapping will have to be done as per RBI specifications using bundling and shrink wrapping machines to be provided by SP on hire basis.
- 02.11** Currency notes processed, sorted, banded and bundled on Note Sorting, Banding & Bundling Machines will be shrink wrapped in the form of bundles consisting of 10 packets of 100 pieces each (in case of non-issuable notes bundle will consist of one packet of 1000 pieces as per RBI guidelines) of currency notes denomination wise. Any deficiency observed in these shrunk wrapped bundles at RBI or at our branches has to be compensated by the SP i.e. any penalty imposed would be borne by the SP in addition to the shortage, if any. Bank reserves the rights for changing anytime prescription of shrink wrapping to any other method prescribed by RBI, which will be binding on the Bidder.
- 02.12** The Bidder will be required to process the entire cash received at the Branch on NSM. The Bank will assure payment for a minimum of 100 bundles per day for notes processed on NSM.
- 02.13** The Bank reserves the right to accept bids for all or some/any of the locations, in its sole discretion, depending on business considerations. Bank's decision in this regard will be final. **In the event of L2 & L3 bidder matching the price quoted by L1 bidder, the number of CCs will be distributed in the ratio of 60:25:15 among L1, L2 and L3 bidders. In the event of L2 or L3 bidder matching the price quoted by L1 bidder, the number of CCs will be distributed in the ratio of 70:30 between L1 and L2 or L3 bidders.**
- 02.14** For distribution of CCs among the bidders eligible for commercial bidding, preference available to MSEs and Startup Entities shall be applicable subject to full compliance of other terms and conditions of the RFP and details given in **Annexure-I**.
- 02.15** The choice of distribution of CCs to a bidder will be at the sole discretion of the Bank.



- 02.16** The successful bidder(s) should convey their acceptance within 7 days of intimation from the Bank to this effect and enter into an agreement with the Bank on terms and conditions indicated therein, at the earliest but before starting the operations at any of the identified centre. A copy of the Service Level Agreement (SLA) to be entered into by the successful bidders is given as **Annexure-II**.
- 02.17** The successful bidder(s) have to submit a self-declaration accepting that if they are awarded the contract and they fail to execute the SLA, or to submit a Performance Bank Guarantee before the deadline defined in the RFP, they will be suspended for the period of three years from being eligible to submit bids for contracts with SBI.
- 02.18** The successful bidder shall commence its services at the identified Currency Chest (CC) within 4 months from the date of receipt of Letter of Intent (LOI) at 50% of CCs and at remaining 50% of CCs within 6 months of receipt of LOI, subject to communication of readiness by the concerned CC. **Any delay in commencement of the services will attract penalty at the rate of ₹50,000/- per week or part thereof.** If delay is beyond 8 weeks, the offer/agreement with the Service Provider will be deemed to have terminated the arrangement and the EMD/ performance guarantee submitted will be forfeited/ invoked. In case, delay in commencement of the services is due to non-communication of readiness by the concerned CC (within 4/6 months), the period of delay will be counted 15 days after the date of such communication from CC.
- 02.19** Bank reserves its right to recover the damages through any mode – by recovering from the amounts payable for the services rendered or from any other assets of the Service Provider available with the Bank.
- 02.20** Damages for non-fulfillment of terms of contract will be calculated for the shortfall in processing minimum bundles stipulated for a day, to be decided at the end of the month. In case, cash provided by currency chest is less than the minimum bundles stipulated for the day, no damages will be recoverable. **Damages for shortfall will be calculated at 125% of the contracted rate per bundle.** Such recovery will be upto a maximum of 5% of the contracted value (i.e. for 3 years) beyond which the contract is liable to be terminated at the sole discretion of the Bank; the Bank shall also seek further damages from the service provider for disruption in the service.
- 02.21** Any shortages, counterfeit notes/ deficiencies detected at RBI/Bank Branches in the notes processed by the SP, the SP is fully responsible for the same. In case, RBI imposes any penalty for such shortages/ deficiencies, the SP will be responsible, and compensate the Bank for such penalty and the Bank will be entitled to recover the same from the amount payable for the services rendered or from any other assets of the SP available with the Bank.
- 02.22** The SP will provide trained staff for note processing. The SP will provide list of sufficient number of staff so as to take care of arrangements for leave and absence.
- 02.23** The SP will provide KYC documents and Police Verification report of all the staff atleast 15 days in advance of the commencement of trial operations and such documents should be to the satisfaction of the Bank's officials and their decision in this regard will be final and binding on the Service Provider.

- 02.24** The staff provided by the SP will be allowed access to the processing area by the Bank's authorized officials/staff after body search and removal of all items. SP's staff will have to strictly follow the rules & procedures framed in this regard by the Bank.
- 02.25** The SP will provide apron in single piece bearing company's / firm's identity without any pockets for use by its staff, to be worn before entering the processing area.
- 02.26** **The period of initial arrangement will be 3 years, which may be extended on satisfactory operations for a further period of 2 years on same terms and conditions.**
- 02.27** The arrangement may further be renewed and extended on mutually agreed terms with increase in **processing charges per bundle not exceeding 25%.**
- 02.28** The SP will ensure strict compliance of all labour laws pertaining to the staff deployed at the Bank's processing centre and the Bank will not be liable for any levies/penalties etc. by the authorities concerned. In the event of any demand served by any of the authorities in this regard, the Bank will be entitled to recover any such amounts from the bills/amount payable or from the performance guarantee bond or from the assets available in the Bank premises.

### **03. Eligibility Criteria for submission of bids:**

- 03.01** The Bidder for processing of notes as per RBI guidelines, as referred to above and supply of NSMs on hire basis, should fulfill the following criteria:
- (i) The Bidder must have been registered in India as a company/firm under the Indian Companies Act/Partnership Act;
  - (ii) The Bidder must have been in cash processing services for atleast 3 years as on 1st April 2019.;
  - (iii) The Bidder must have earned revenue of not less than ₹1 Crore per annum for each of the last three accounting years;
- 03.02** The Bidder must have registered itself:
- (i) Under The Shops and Establishments Act, if applicable, in the States where it is operating/offering to provide its services
  - (ii) Under GST Act
  - (iii) Under Contract Labour (Regulation & Abolition) Act, 1970 with the Central and State Governments
  - (iv) With the Employees State Insurance Corporation (ESI)
  - (v) Under the EPF and Misc. Provision Act, 1952
  - (vi) Under any other Act applicable to carry out the Business

(vii) MSEs should provide proof of their being registered as MSE for the item under the RFP (indicating the Terminal Validity Date of their registration) along with their offer, with any of the following agency:

- a) District Industries Centres or
- b) Khadi Village Industries Commission or
- c) Khadi & Village Industries Board or
- d) Coir Board or National Small Industries Corporation or
- e) Directorate of Handicrafts & Handloom or
- f) Any other body specified by the Ministry of Micro, Small & Medium Enterprises.

(viii) Startup Entity must have registration issued by Department of Industrial Policy and Promotion, Ministry of Commerce and the certificate should be certified by the Chartered Accountant (not being an employee or a Director or not having any interest in the bidder's company/firm) and notary public with legible stamp.

**03.03** The Bidder should be an Income Tax Assesse. Self-attested PAN card and Income Tax Returns for the last three accounting years should be submitted along with the Technical Bid.

**03.04** The Bidder should indicate the name(s) of commercial banks to whom Note Processing Machine / solutions / services are currently being provided along with their full addresses and details of contact persons, list of which should be enclosed with the Technical Bid. Certificates of good performance from these banks should be enclosed to the Technical bid.

**03.05** The bidder shall keep the Bank indemnified from all the risks arising out of infidelity of their employees. Self attested proof should be enclosed to the Technical bid for Fidelity insurance cover, for the existing contracts.

#### **04. Bid Security / Earnest Money Deposit:**

**04.01** The Bidder shall furnish Earnest Money Deposit (EMD) for the amount and validity period mentioned in Notice Inviting e-Tender.

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

**04.03** The EMD may be in the form of either Banker's Cheque / Pay Order / Demand Draft favouring State Bank of India, payable at Mumbai for **₹ 25.00 lakh (Rupees Twenty Five Lakh Only)** or irrevocable Bank Guarantee (as per **Annexure-VIII** "Format for EMD Bank Guarantee") issued by a First Class Bank in India given in **Annexure-VII** for **₹ 25.00 lakh (Rupees Twenty Five Lakh Only)**. In case, State Bank of India (SBI) is the sole Banker for the Bidder, a Letter of Comfort from SBI would be acceptable.

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

**04.05** Upon notification of award to the Successful Bidder(s), EMD of each unsuccessful Bidder will be discharged and returned within 30 days.

**04.06** The EMD of successful Bidder will be discharged upon the Bidder signing the Contract and furnishing the Performance Bank Guarantee for the amount and validity which should be strictly on the lines of format placed at **Annexure-IX**.

**04.07** No interest is payable on EMD.

**04.08** The EMD may be forfeited:

- (i) If a bidder withdraws the Bid during the period of Bid validity specified in this RFP, or
- (ii) If a Bidder makes any false/incorrect statement or encloses any form which turns out to be false/incorrect at any time prior to signing of contract or
- (iii) In case of successful Bidder; if the Bidder fails to sign the contract or to furnish Performance Bank Guarantee, within the specified time period in the RFP.

**04.09** If EMD is forfeited for any reasons mentioned above, the concerned Bidder may be debarred from participating in the RFPs floated by the Bank in future, as per sole discretion of the Bank.

## **05. Integrity Pact:**

Bidder will submit Pre-Contract Integrity Pact duly stamped and signed on each page and witnessed by two persons as per proforma given in **Annexure-X**.

## **06. Bidding Documents:**

Part – I : Invitation to BID

Part – II : Disclaimer

Part – III: Instructions to Bidder

Part – IV: Bid forms, BG formats and other Annexures

## **07. Deadline for submission of Bids:**

**07.01** Bids must be received at the address and by the date and time mentioned in the Notice Inviting e-Tender.

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

**07.03** 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.

**07.04** Any Bid received after the deadline for submission of Bids, will be rejected.

## **08. Modification and Withdrawal of Bids:**

**08.01** The Bidder may modify or withdraw its Bid after the Bid's submission, provided that written notice of the modification, including substitution or withdrawal of the Bids, is received by the Bank, prior to the deadline prescribed for submission of Bids.

**08.02** No modification in the Bid shall be allowed, after the deadline for submission of Bids.

**08.03** No Bid shall be withdrawn in the interval between the deadline for submission of Bids and the expiration of the period of Bid validity specified by the Bidder on the Bid Form. Withdrawal of a Bid during this interval may result in the forfeiture of EMD submitted by the bidder.

## **09. Validity Period of the BID:**

**09.01** Bids shall remain valid for a period of 180 days from the date of opening of the Bid. A Bid valid for a shorter period may be rejected by the Bank as non-responsive.

**09.02** 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. The EMD provided shall also be suitably extended. A Bidder may refuse the request without forfeiting its EMD.

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

## **10. 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 equipment 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.

## **11. Performance Bank Guarantee:**

Successful bidders shall submit a performance Bank Guarantee issued by any First Class Bank in India (**Annexure-VII**) for **₹25 lakh (Rupees Twenty Five Lakh Only)** for each CC. The proforma of the Bank Guarantee will be as per **Annexure-IX**. The guarantee shall be for a period of three years from the date of signing the agreement by the successful bidder, which may be extended for a further period of two years on extension of contract. The bidder 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.

## **12. Payment Terms:**

**12.01** Payments will be made at monthly intervals in accordance with the rate accepted during e-reverse auction PLUS applicable GST. The Service Provider is required to submit its bills once a month, not later than 7th of the following month, to the Branch Head of Currency Chest mentioned in the agreement at the time of entering into contract. Claim for payment should be supported by daily log register duly verified and certified by Currency Chest branch officials. Format of the claim form is given as **Annexure-IV**.

**12.02** Bank will verify the claim received and release the payment within 10 days of receiving the claim complete in all respects. While making payment, the Bank will deduct TDS and other statutory dues as applicable, to comply with the laws of the land. The amount will be credited to the account of the SP electronically, through RTGS or NEFT.

### **13. Technical Bid Parameters:**

Technical bid parameters giving details of supply of NSMs and their specification etc., are given under Technical Parameters.

### **14. Service Standards:**

The Service Provider shall maintain service standards of the highest order with regard to processing of Currency Notes delivered by Currency Chest, as per RBI parameters. The service standards shall be mutually discussed at periodic intervals to plug gaps, if any, and render seamless time-bound services.

### **15. Contingency arrangements:**

The Service Provider should equip themselves with necessary standby facilities in case of any contingency to ensure continuous and uninterrupted services.

### **16. Technical Parameters:**

#### **16.01 NSMs Requirements:**

**16.01.01** The Note Sorting and other related Machines (NSMs), should have processing capacity of minimum **3 lakh Currency Notes per day** on single shift basis. The bidder will install brand new current model of the machines available with the following attributes/ facilities:

- i) The size of the notes of various denominations may vary as per RBI parameters.
- ii) Each of the existing denomination in circulation has different designs and has different features and each denomination has in turn different series / designs. The machine should be capable of processing all denominations and all series of banknotes. All these banknotes are printed on banknote paper by dry off-set and intaglio process with different security features. The NSM should be able to test bank notes by a set of cameras/ sensors fixed in the system for checking the authenticity of notes. While processing bank notes, the reading of the camera/ sensor has to be compared by the machine with the standards set in the software of the system for authentication of banknotes. As per RBI's Bank note authentication and sorting parameters and any other feature/ parameters set by RBI thereafter including future amendments. The following properties must be checked by the system during processing:
  - Format consisting of denomination, size, orientation/ position, infrared character of print ink, holes, missing parts and dog-ears.
  - Thickness of paper to detect multiple, overlapping items, tape etc.
  - Magnetic character of inks
  - Conductivity of security thread.
  - Fluorescence presence/ Phosphorescence presence.

**16.01.02** The machine must be able to sort the notes into ATM-fit/ fit / unfit / reject / suspect / forged notes after checking authenticity of Bank Notes. Broad parameters on which the machine has to classify the notes as clean notes are as under:

- i) The note is clean i.e. not soiled, discoloured, tainted, not a Specified Bank Note etc.
- ii) The note does not contain any graffiti i.e. scribbling
- iii) The note does not contain large number of pinholes in the watermark area. Any note containing holes/ tears other than pinholes, banknotes all the note series issued prior to 2005, Ashoka Pillar Series notes, and other notes as specified by RBI from time to time will be treated as unfit notes.
- iv) The note does not contain any tapes
- v) The note does not have any missing portion
- vi) Specified Bank Notes (₹ 500 & ₹ 1000/-) should go to reject packet.

**16.01.03** The Note Sorting Machine (NSM), must be able to sort the notes as per Authenticity & Sorting parameters prescribed by Reserve Bank of India and also configurable for future changes by RBI.

**16.01.04** The machine should be upgradable. Sufficient reserve space and provision shall be provided for **adding additional sensors/ devices** to process Bank Notes of new designs / new denomination, including polymer notes, which may be introduced by RBI in future. The sensors should be capable of detecting **machine-readable features**, which may be incorporated in the Bank Notes by RBI in future.

**16.01.05 Stacking compartments:** There shall be separate sets of compartments for ATM Fit/ issuable / non-issuable (i.e. soiled) and reject / suspect notes. After the notes are processed, sorted notes should go to the respective compartments, strapped in packet of 100 pieces. Band on each packet must have machine processing ID & indication of quality of notes. In case of non-issuable notes one packet of 1000 pieces is to be prepared as per RBI guidelines. Ten (10) such packets (in case of non-issuable notes one such packet of 1000 pieces), will be bundled and strapped. Every such bundle will be shrink wrapped in plastic paper and labeled with information containing denomination, number of pieces, date of processing with machine ID and operator ID. For any shortages, counterfeit notes/ deficiencies detected at RBI in unfit/soiled notes sent to RBI, the SP will be fully responsible. If RBI imposes penalty for such shortages/ deficiencies, the SP will be responsible, and compensate the Bank for such penalty in addition to shortage.

**16.01.06 User Interface and MIS Reports:** Bank's requirement is given as under:

- i) The machine should have user interface with PC display and interface to host computer / server through Bank's LAN/WAN or internet or data transmission.
- ii) The machine should generate back up data i.e. serial number of the currency notes processed denomination-wise/ batch wise and with reconciliation facility, number of banknotes processed / sorted/ suspect detected etc. on daily and monthly basis.
- iii) The machine should generate various types of reports as per Bank/RBI requirement.

**16.02 Service Provider/Supplier's and the Manufacturer's Profile:****A: Service Provider's Profile:**

<b>S. No.</b>	<b>Particulars</b>	<b>Response</b>
1	Name of the service provider	
2	Year of establishment	
3	Year of commencement of operations	
4	Year of commencement of (i) Supply of NSM	
5	Other activities handled	
6	No. of NSM supplied	
7	No. of qualified staff available pan India	
8	Whether the work is sub-contracted and if yes, the name/s and addresses of the sub-contractor/s.	
9	Whether the company/firm is having registration as mentioned in clause 03.02 and 03.03	

**B: Supplier's Profile:**

<b>S. No.</b>	<b>Particulars</b>	<b>Response</b>
1	Name of the Suppliers	
2	Address: Registered Office: Corporate /Head Office	
3	Telephone Number Fax Number E-Mail Address Website	

**C: Manufacturer's Profile:**

<b>S. No.</b>	<b>Particulars</b>	<b>Response</b>
1	Name of the Manufacturing Company	
2	Constitution of the Manufacturing Company (Public Ltd. Co. / Private Ltd. Co. / Others)	
3	(i) Date of Establishment / Incorporation of the Manufacturing Company  (ii) Experience of Manufacturing Company / Firm in High Speed Note Verification and Processing Machine i.e. since when Manufacturing (please specify the Month/Year)	
4	Address of the Manufacturing Company Registered Office Corporate /Head Office	
5	Telephone Number Fax Number E-Mail Address Website	



**16.03 Technical Specifications:**

S. No.	Particulars	Specifications of NSM	Specifications of NSM offered
<b>A. General:</b>			
1	<b>Model Name</b>	<b>(Please specify Model Number)</b>	
2	<b>Machine Structure</b>	Modular	
3	<b>Dimensions</b>	(Length x Width x Height) (In mm)	
4	<b>Weight</b>	In Kilograms	
5	<b>Currency note Input / Hopper Capacity / Feeder Capacity</b>	Minimum 1000 loose notes and above.	
6	<b>Currency note Delivery</b>  Standard Delivery Mode	To be configured as per requirement of the Bank.	
7	<b>Output Pockets</b>	Minimum 6+1 pockets (Minimum 6 pockets for ATM-Fit, Fit and Unfit Notes and minimum one pocket for reject notes) Machine should have capability for mechanised paper banding of packets.	
8	<b>Performance Data / Processing Speed</b>	Output of 3 lakh Currency Notes per day on single shift basis.	
9	<b>Range of Currency notes</b>  Width Length	As per RBI specifications.	
10	<b>Power Supply</b>	Please Specify	
11	<b>Power Consumption</b>	Please Specify	
12	<b>Ambience Temperature</b>	Please clearly specify the Ambience Temperature Requirements.  <ul style="list-style-type: none"> <li>• While the machine is in operational condition</li> <li>• While the machine is in non-operational condition</li> </ul> Kindly note that in most places, there is no climate control during the non-working hours. The operating environmental requirements should be clearly specified.	

S. No.	Particulars	Specifications of NSM	Specifications of NSM offered
13	<b>Relative humidity</b>	<p>Please clearly specify the Relative humidity Requirements.</p> <ul style="list-style-type: none"> <li>• While the machine is in operational condition.</li> <li>• While the machine is in non-operational condition.</li> </ul> <p>Kindly note that in most places, there is no climate control during the non-working hours. The operating environmental requirements should be clearly specified.</p>	
14	<b>Sound/Noise Level</b>	Please Specify	
15	<b>User Interface</b>	<p>Whether <b>NSM</b> has</p> <ul style="list-style-type: none"> <li>• User Roles</li> <li>• Audit Trail (who logged in &amp; when)</li> <li>• Usage log/ journal (with built-in retention for few months (Pl. specify).</li> <li>• Built-in Network interface to transfer data securely to banks server or standalone system (if needed).</li> </ul>	
16	<b>ADDITIONAL FEATURES</b>	<ul style="list-style-type: none"> <li>• Sturdiness</li> <li>• Space for up-gradation</li> <li>• Any other exclusive / additional feature</li> </ul>	
<b>B. Sensors:</b>			
1	<b>Sensors (Details mentioned in the Specification column)</b>	<p>Machine should have the sensors, capable of detecting and checking various visible &amp; non-visible features of Indian banknotes like print pattern, format, Size, printed image, emission and soilness. The machine should have provision for additional sensors, to accommodate future up gradation, if any required by RBI.</p> <ul style="list-style-type: none"> <li>• Image Scan Sensor from both sides (colour) capable to scan both sides of note.</li> <li>• Magnetic Sensor</li> <li>• UV Dull Sensor (Fluorescence/Phosphorescence Sensor)</li> <li>• Tape Sensor (Thickness Sensor)</li> <li>• Infrared sensor</li> <li>• Limpness sensor</li> <li>• Electrical Conductivity of Security thread</li> </ul>	

S. No.	Particulars	Specifications of NSM	Specifications of NSM offered
2	<b>NSM should be capable to do sorting of all type of Currency Notes issued by RBI and to be issued in future in the modes mentioned in the Specification column:</b>	<b>Sorting Parameters</b> <ul style="list-style-type: none"> <li>• ATM Fit.</li> <li>• Customer Issuable / Fit.</li> <li>• Gandhi/ Ashoka Pillar notes can be separated.</li> <li>• Non Issuable/ Soiled (Ashoka Pillar Notes / all note series of all denomination issued prior to 2005 should automatically go to Soiled notes stacker)</li> <li>• Orientation Sorting. All non-oriented notes should go into reject pocket</li> <li>• Forged notes should go into reject pocket</li> <li>• Specified Bank Notes (Currently ₹ 500/- of old MG series &amp; ₹1000/-) should go into reject packet.</li> </ul> <p>All the above parameters should be capable of being configured as per Bank's/RBI requirements from time to time.</p>	
3	<b>Fitness &amp; Authentication Parameters (Prescribed by RBI)</b>	<b>Fitness Parameters:</b> <ul style="list-style-type: none"> <li>• Format(Size/Dimension, (i.e. length and breadth)</li> <li>• Thickness</li> <li>• Holes</li> <li>• Tapes</li> <li>• Tears</li> <li>• Missing Parts</li> <li>• Dog-ears or Missing Corners</li> <li>• Limpness</li> <li>• Soil</li> <li>• Stains</li> <li>• Graffiti</li> <li>• Crumples</li> <li>• Decolouration</li> <li>• Folds</li> <li>• Repair</li> </ul>	

S. No.	Particulars	Specifications of NSM	Specifications of NSM offered
		<b>Authentication Parameters:</b> <ul style="list-style-type: none"> <li>• Infrared Properties</li> <li>• UV-dull paper</li> <li>• Fluorescence/</li> <li>• Phosphorescence</li> <li>• Magnetic security features in ink and security threads</li> <li>• Thickness and Multiple items</li> <li>• Electrical Conductivity of Security thread</li> </ul> <p>All the above parameters should be capable of being configured as per Bank/RBI requirements.</p>	
<b>C. Other requirement:</b>			
1	<b>Bundling &amp; Shrink Wrapping of bundles</b>	<ul style="list-style-type: none"> <li>• Bundling machine for preparing bundles by tying/strapping both horizontally and vertically in a criss-cross manner.</li> <li>• Shrink wrapping machine</li> </ul>	

**Please also refer Annexure-V.**

**SELF- COMPLIANCE CERTIFICATE (TO BE GIVEN BY THE BIDDER)**

We hereby certify that the information given as above and in Annexures (Supplier' and the Manufacturer's Profile & Technical Specifications) is true and correct to the best of our knowledge & belief. Our Firm / Company meets the eligibility criteria as laid down by the Bank. In case any of the information given by us is found to be incorrect or false, the Bank is at liberty to cancel the tender submitted by us.

Place:

Signature

Date:

Name:

Seal:

## **17. Financial Parameters:**

The financial parameters stipulated to determine eligibility are as follows:

<b>S. No.</b>	<b>Parameter</b>	<b>SP's achievement</b>
1	Year of commencement of operations	
2	Average turnover during the last 3 years ending with 31.03.2019	
3	Revenue earned from processing of currency notes for the last 3 years ending with 31.03.2019	
4	Profit/Loss for the last 3 years ending with 31.03.2019	
5	Net worth of the Bidder for the above 3 years	

**The Financial parameters should be indicated in the Technical Bid itself, to decide eligibility of the bidder, before considering the financial bid.**

**Financial Bid Format:** As per **Annexure –XI** for Financial Bid

## **18. Taxes and Duties & Statutory and other regulations:**

**18.01** The Bidder/supplier will be entirely responsible for all applicable taxes like Central / State Government levies, GST, Cess, charges, License fees etc. in connection with delivery and operationalization of NSM at site including incidental services and commissioning. Bank will only pay GST, if applicable on rate per bundle of processing charges for Currency Notes to be paid under Hire contract.

**18.02** Income / Corporate Taxes in India: The Bidder/supplier shall be liable to pay all corporate taxes and income tax that shall be levied according to the laws and regulations applicable from time to time in India and the price bid by the Bidder/supplier shall include all such taxes in the contract rate.

**18.03** Tax deduction at Source: Wherever the laws and regulations require deduction of such taxes at the source of payment, the Bank shall affect such deductions from the payment due to the Bidder/supplier. The remittance of amounts so deducted and issuance of certificate for such deductions shall be made by the Bank as per the laws and regulations in force. Nothing in the Contract shall relieve the Bidder/supplier from his responsibility to pay any tax that may be levied in India on income and profits made by the Bidder/supplier in respect of this contract.

**18.04** The Bidder's/supplier'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 Bidder/supplier shall perform such duties in regard to such deductions thereof as may be imposed on him by such laws and regulations.

**18.05** The supplier/Bidder shall comply with all the statutory obligations of the Government of India / State Governments/ labour laws and local authorities applicable and the Bank shall not be liable for any action under the statutes applicable due to non-fulfilment of statutory obligations by the Supplier / Bidder.

## **19. Clarification/Amendment of Bidding Document:**

- 19.01** Bidder requiring any clarification of the Bidding Document may notify the Bank in writing at e-mail indicated in Schedule of Events.
- 19.02** A pre-bid meeting is scheduled on **16.03.2020** at **15:00 Hrs.**
- 19.03** Text of queries raised (without identifying source of query) and response of the Bank together with amendment to the bidding document, if any will be posted on Bank's website. No individual clarification will be sent to the bidders. It is the responsibility of the bidder to check the website before final submission of bids.
- 19.04** Relaxation in any of the terms contained in the Bid, in general, will not be permitted, but if granted, the same will be put up on Bank's Website.
- 19.05** All bidders must ensure that such clarifications / amendments have been considered by them before submitting the bid. Bank will not take responsibility for any omissions by bidder.
- 19.06** At any time prior to the deadline for submission of Bids, the Bank, for any reason, whether, at its own initiative or in response to a clarification requested by a prospective Bidder, may modify the Bidding Document, by amendment.
- 19.07** In order to enable Bidders reasonable time in which to take amendments into account in preparing the bids, the Bank, at its discretion, may extend the deadline for submission of bids.

## **20. Preliminary evaluation and opening of BIDs:**

- 20.01** 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 Notice Inviting Tender. In the first stage, only technical Bid will be opened and evaluated.
- 20.02** Proposals of such Bidders satisfying eligibility criteria and agree to comply with all the terms and conditions specified in the RFP, will be evaluated for technical criteria/specifications/eligibility. Only those Bids scoring minimum 60 marks in technical evaluation shall become eligible for commercial Bid opening and further RFP evaluation process.
- 20.03** The Bank will examine the Bids to determine whether they are complete, and all documents/appendix(es) stated in Notice Inviting Tender have been submitted, 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.
- 20.04** 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 without any deviations.

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

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

**20.07** The Bidders' names, Bid modifications or withdrawals and the presence or absence of requisite EMD and such other details as the Bank, at its discretion, may consider appropriate, will be announced at the time of technical Bid opening.

**20.08** Bids and modifications sent, if any, that are not opened at Bid Opening shall not be considered further for evaluation, irrespective of the circumstances. Withdrawn bids will be returned unopened to the Bidders.

## **21. Technical Evaluation:**

**21.01** Only those Bidders and Bids who have been found to be in conformity of the eligibility terms and conditions during the preliminary evaluation would be taken up by the Bank for further detailed evaluation. Those Bids who do not qualify the eligibility criteria and all terms during preliminary examination will not be taken up for further evaluation.

**21.02** The Bank reserves the right to evaluate the bids on the following technical parameters:

S. No.	Particulars	Marks	Max. Marks	Marks scored
1	<b>Revenue of the bidder for the last 3 years:</b>		25	
	i) Above ₹ 5 Crore	25		
	ii) Above ₹ 2 Crore but < ₹4 Cr	20		
	iii) Above ₹ 1 Crore but < ₹ 2 Cr.	15		
2	<b>Profit during the last 3 years:</b>		15	
	i) Profitability increasing	15		
	ii) Profitability decreasing	10		
	iii) Loss decreasing	05		
	iv) Loss increasing	00		
3	<b>No. of Banks availing Cash processing services (including supply/maintenance of NSMs) from bidder (excluding Co-op and Rural Banks): (5 marks for each Commercial / Central Bank)</b>	-	20	
4	<b>No. of processing solutions (capable to segregate ATM-Fit, Fit, Unfit &amp; Reject Notes) supplied (with proof):</b>		40	
	i) Less than 50 NSMs	10		
	ii) Greater than & equal to 50 NSMs and less than 100 NSMs	20		
	iii) Greater than & equal to 100 NSMs and less than 200 NSMs	30		
	iv) Greater than & equal to 200 NSMs	40		
<b>Total</b>			<b>100</b>	

The bidders should furnish self-attested documentary evidence in support of each of the statements made hereinabove and the originals are required to be produced for verification within the time limit prescribed elsewhere in this document.

**To qualify in the technical round, a bidder has to score a minimum of 60 marks. Final technical eligibility will be decided after technical evaluation of the machine by two or more committee members by visiting the place where machines are installed. Decision of the committee regarding suitability of machine will be final. Bank reserves the right to accept or reject any bid on the basis of performance of machine, observed by committee members. Such visits will be arranged by the bidder at their cost. Bank reserves the right to prescribe methodology for testing NSMs.**

## **22. Procedure of determining the L-1 Bidder and Award Criteria:**

**22.01** L-1 bidder will be decided through E-reverse auction among the eligible bidders who have qualified through Technical Evaluation and will be selected on the basis of lowest net total of the price evaluation as quoted in the online e-Reverse Auction in the format placed at “**Annexure-XI**”.

**22.02** The final rate will be decided via online e-Reverse Auction conducted by the Bank’s authorized e-Procurement Service Provider. The name of the e-Procurement Service Provider and date will be advised later on to eligible bidders by email.

## **23. Contacting the Bank:**

**23.01** No Bidder shall contact the Bank on any matter relating to its Bid, from the time of opening of Indicative Price Bid to the time the Contract is awarded.

**23.02** 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.

## **24. Bank’s right to Accept/Reject any Bid or to Reject all Bids:**

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

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

**25.01** 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.



**25.02** Without prejudice to the rights of the Bank, 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 5 (five) 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.

**25.03** 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 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.

## **26. Confidentiality:**

**26.01** The Bidder acknowledges that all material and information which has and will come into its possession or knowledge in connection with this agreement or the performance thereof, whether consisting of confidential and proprietary data or not, whose disclosure to or use by third parties may be damaging or cause loss to Bank will all times be held by it in strictest confidence and it shall not make use thereof other than for the performance of this agreement and to release it only to employees requiring such information, and not to release or disclose it to any other party. The Bidder agrees to take appropriate action with respect to its employees to ensure that the obligations of non-use and non-disclosure of confidential information under this agreement are fully satisfied. In the event of any loss to the Bank in divulging the information by the employees of the Bidder, the bank shall be indemnified. The Bidder agrees to maintain the confidentiality of the Bank's information after the termination of the agreement also.

**26.02** The Bidder / Bank will treat as confidential all data and information about the Bidder /Bank / Contract, obtained in the execution of this tender including any business, technical or financial information, in strict confidence and will not reveal such information to any other party.

**26.03** The operation of the Tenderer in Pakistan and China, if any, should be suitably firewalled from the contract / operations with the Bank and should also declare that no employee who has previously worked or been posted in Pakistan or China in any capacity is engaged by the Company for this project and that no China/ Pakistan national or person of Pakistan Origin/ China Origin should be engaged by the Service Provider (SP) for the project. Further, the company should not post an employee who has worked in India operations in Pakistan or China.

## **27. Force Majeure:**

**27.01** Notwithstanding the provisions of terms and conditions contained in this RFP, the Bidder 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.

**27.02** 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 Bidder 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.

**27.03** If a Force Majeure situation arises, the Bidder shall promptly notify the Bank in writing of such condition and the cause thereof. Unless otherwise directed by the Bank in writing, the Bidder 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.

**28. Documents to be submitted:** The Bidder shall furnish following copies of documents / certificates for Eligibility Examination and Technical Evaluation:

**28.01** Certified copy of the Board resolution authorizing the signatories to submit this RFP.

**28.02** Self-attested copies of documents as proof of registered under Companies Act / Partnership Act, The Shops and Establishment Act, (if applicable), GST Act, Contract Labour (Regulation & Abolition) Act 1970 with the Central & State Governments, Employees State Insurance Corporation (ESI) and EPF & Misc. Provision Act 1952.

**28.03** Certified copies of audited balance sheets / annual reports for last two accounting years.

**28.04** Document supporting that the Bidder has been in cash processing services for atleast 3 years as on 1<sup>st</sup> April 2019.

**28.05** Self-attested copies of PAN Card and Income Tax Returns for last two accounting years.

**28.06** Self-attested copy of Fidelity Insurance cover for the existing contracts.

**28.07** List of commercial banks / Central banks where similar services are currently being provided along with their full addresses and contact details of contact persons as per **Annexure-V**.

**28.08** Certificates of good performance from commercial banks / Central banks, where similar services are currently being provided.

**28.09** Earnest Money Deposit (EMD) of required amount as mentioned in Para 04.

**28.10** Complete profile of the Bidder should be furnished as per **Annexure-III**.

**28.11** Stamped Pre-Contract Integrity Pact as per **Annexure-X**.

**28.12** Copy of RFP duly signed by Authorised Signatory on all the pages.

**28.13** For availing relaxations, bidder categorised as MSEs / Startup Entities, are required to submit requisite certificate(s) as per details given in **Annexure-I** of the RFP.

**28.14** Certificate as per **Annexure-XII**.

**29. Other terms and conditions:**

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

**29.02** Self attested copies of documents/ certificates in support of the foregoing clauses should be submitted along with the Technical bid. Originals of the documents/ certificates should be produced for verification to the Bank authorities at the address given at the top, within 5 days from the opening of the Technical bid or whenever demanded. Failure to comply with any of these conditions will result in rejection of the bid.

- 29.03** The operation of the Tenderer in Pakistan and China, if any, should be suitably firewalled from the contract / operations with the Bank and should also declare that no employee who has previously worked or been posted in Pakistan or China in any capacity is engaged by the Company for this project and that no China/ Pakistan national or person of Pakistan Origin / China Origin should be engaged by the Service Provider (SP) for the project. Further, the company should not post an employee who has worked in India operations in Pakistan or China.
- 29.04** The Bank reserves the right to accept or reject any or all Bids without assigning any reason thereof and Bank's decision in this regard will be treated as final. Bids may be accepted or rejected in total or any part or items thereof. No contractual whatsoever shall arise from the RFP process unless and until a formal contract is signed and executed by duly authorized officials of the Bank and the Bidder. However, until a formal contract is prepared and executed, this offer together with Bank's written acceptance & notification of award shall constitute a binding contract with the Bidder.
- 29.05** Any Bid not containing sufficient information, in view of the Bank, to enable a thorough analysis, may be rejected.
- 29.06** The Bank shall have the right to reject the bids not submitted in the prescribed format or incomplete in any manner.
- 29.07** State Bank of India is not responsible for non-receipt of bids within the specified date and time due to any reason including postal delays or holidays.
- 29.08** Bids not conforming to the requirements of the RFP may not be considered by the Bank. However, Bank reserves the right, at any time, to waive any of the requirements of the RFP, if in the sole discretion, the best interest of the Bank served by such waiver.
- 29.09** Bidders who do not meet the technical criteria stipulated by the Bank will not be considered for further evaluation.
- 29.10** The Bank reserves the right to cancel the RFP Process at any stage without assigning any reason whatsoever, without thereby incurring any liabilities to the affected Bidder(s).

We hereby certify that the details furnished are correct and supported by documentary evidence.

**Signature**  
**Name & Designation**  
**Place:**  
**Date:**

**PART – IV**  
**(Bid form, Bank Guarantee formats & other Annexures)**  
**Covering Letter**

The Deputy General Manager (ABD)  
STATE BANK OF INDIA,  
Agency Banking Department,  
6<sup>th</sup> Floor, State Bank Bhavan,  
Madame Cama Road,  
**MUMBAI-400 021**

Dear Sir,

**RFP for processing, sorting, packeting, bundling and shrink wrapping of Currency Notes on brand new current model of Note Sorting and other related Machines on hire basis**

In response to your Request for Proposal (RFP) published in newspaper on ..... and hosted on Bank's website, we state that we have gone through the terms and conditions as well as the scope of the work described therein; we submit our offer in two bid format as specified.

**2.** We submit a payorder / demand draft no.....dated .....for ₹25,000/- (Rupees Twenty Five Thousand only) drawn on....., Mumbai in favour of State Bank of India towards the cost of the tender document;

**3. (i)** We submit a payorder / demand draft no.....dated.....for ₹25,00,000/- (Rupees Twenty Five Lakhs only) drawn on ....., Mumbai in favour of State Bank of India towards the 'Earnest Money Deposit'

**OR**

**(ii)** We submit a Bank Guarantee issued by..... Bank on..... for ₹25,00,000/- (Rupees Twenty Five Lakhs only) on the format prescribed in Annexure of Tender document, in favour of State Bank of India.

**OR**

**(iii)** We submit a Letter of Comfort issued by State Bank of India (SBI).....Branch for ₹25,00,000/- (Rupees Twenty Five Lakhs only)

**4.** Both the above payment instruments are enclosed with the Technical Bid and placed in envelope marked as "Technical Bid".

**5.** We declare that we have been rendering unblemished service to other banks who have awarded us the contract for processing of currency notes and supply of NSMs and meet the eligibility criteria laid down in RFP.

**6.** We agree to all the terms and conditions as well as the parameters laid down in the RFP and confirm that our offer conforms to the same.

**7.** We understand that the Bank is not bound to accept the offer in full/ in part and is in its right to reject the offer in full or in part without assigning any reason.

Yours faithfully

Authorised Signatory/ies

Name/s

Designation:

Seal of the Organisation:

Place:

Date:

**PREFERENCE TO MSE / STARTUP**

Preference to Micro and Small Enterprises (MSEs) and Startups shall be applicable subject to full compliance of other terms and conditions of the RFP. Following are the conditions applicable as per the Government of India Guidelines on Preferences:

**1. Micro & Small Enterprises [MSEs]:**

Services through MSEs (Micro & Small Enterprises) will be availed as per the Policy guidelines issued by the Ministry of Micro, Small & Medium Enterprises vide Gazette Notification No. D.L.-33004/99 dated 23.03.2012 and as amended from time to time. Following are the conditions applicable as per the Government of India Guidelines:

- 1.1. MSEs should provide proof of their being registered as MSE for the item under RFP (indicating the Terminal Validity Date of their Registration) along with their offer, with any agency mentioned in the Notification, including:**
  - 1.1.1.** District Industries Centres or
  - 1.1.2.** Khadi Village Industries Commission or
  - 1.1.3.** Khadi & Village Industries Board or
  - 1.1.4.** Coir Board or National Small Industries Corporation or
  - 1.1.5.** Directorate of Handicrafts & Handloom or
  - 1.1.6.** Any other body specified by the Ministry of Micro, Small & Medium Enterprises.
  - 1.1.7.** For ease of registration of Micro and Small Enterprises (MSMEs), Ministry of MSE has started Udyog Aadhaar Memorandum which is an online registration system (free of cost) w.e.f. 18th September, 2015 and all Micro & Small Enterprises (MSEs) who are having Udyog Aadhaar Memorandum should also be provided all the benefits available for MSEs under the Public Procurement Policy for Micro and Small Enterprises (MSEs), Order 2012 and as amended from time to time.
- 1.2. MSEs are exempted from paying Tender fee & Earnest Money Deposit, subject to furnishing of valid certificate for claiming Exemption.**
- 1.3. MSEs participating in RFP, found technically eligible and quoting price in e-reverse auction within price band of L1+15% shall also be allowed to supply a portion of requirement by bringing down their price to L1 (in a situation where L1 price is from someone other than MSE) and such MSE shall be allowed to install at least 25% of the machines. In case there are more than one MSEs within such price band and all of them agree to bring down their price to L1 level, the 25% quantity will be distributed proportionately among these Bidders.**

- 1.4. The Eligible MSEs who intend to match the L1 Price shall indicate the willingness to match the L1 Price within 3 working days from the date of communication from the Bank to avail the purchase preference.

## **2. Startup Entities:**

- 2.1. As mentioned in Section-II of O.M. No.F.20/2/2014-PPD(Pt.) dated 20.09.2016 of Procurement Policy Division, Department of Expenditure, Ministry of Finance on Prior turnover and prior experience, relaxations may be applicable for all Startups [whether Micro & Small Enterprises (MSEs) or otherwise] subject to meeting with the quality and technical specifications specified in tender document.
- 2.2. Further, the Startups are also exempted from submission of Tender Fee and EMDs.
- 2.3. For availing the relaxations, bidder is required to submit requisite certificate towards Startup enterprise must have registration issued by Department of Industrial Policy and Promotion, Ministry of Commerce and the certificate should be certified by the Chartered Accountant (not being an employee or a Director or not having any interest in the bidder's company/firm) and notary public with legible stamp.

**Annexure-II**

**SERVICE LEVEL AGREEMENT**

**THIS AGREEMENT** executed at ..... (place) on this.....day of ..... 20.....

between

**M/s** ....., a company/firm/partnership firm *<strike off whichever is not applicable>* incorporated under the provisions of Indian Companies Act/Partnership Act *<strike off whichever is not applicable>*, having its registered office/place of office at ....., hereinafter referred to as "Service Provider" (which term shall unless repugnant to the context or meaning thereof be deemed to mean and include heirs, representatives, administrators, successors and assigns) represented by **Shri / Smt.** .....of the **ONE PART**;

**AND**

STATE BANK OF INDIA, a body corporate constituted under State Bank of India Act 1955, having its Corporate Centre at Madame Cama Road, Nariman Point, Mumbai-400021, having its Agency Banking Department in Corporate Centre, and its Local Head Office at ....., hereinafter referred to as 'BANK' (which expression shall unless excluded by or repugnant to the context mean and include its successors in interest and assigns) of the; **OTHER PART**;

(Service Provider and the Bank are hereinafter collectively referred to as "parties" and individually as "party" also).

**WHEREAS:**

- A) The Bank is a premier Bank having branches all over India and abroad. In the course of business activities, the Bank is required to process the currency notes as per RBI guidelines for the use/custody in its branches/ offices. The Bank with a view to streamline its Cash processing and thereby to provide fast, prompt and efficient service to its customers, desires to engage the services of Service Provider, for the purpose of processing of Cash at Currency Chest at .....(herein after referred to as "Processing services"). The Service Provider will have to process the Cash at Currency Chest with **a minimum of 100 bundles per day on a single shift basis**. Processing of Cash means; prepare the Currency Notes for processing them on the Note Sorting and other related Machines (NSMs) after receiving the complete bundles from Currency Chest, sorting into issuable, ATM fit, packeting (packet of 100 pieces each) and in case of non-issuable 1000 pieces each, bundling and shrink wrapping the same, as per RBI parameters.



- B) The Service Provider is engaged in the business of Cash processing and is also supplier/manufacture of Note Sorting & other related Machines (NSMs) and has represented to the Bank that it has the necessary manpower, knowledge and expertise in providing such services. The Service Provider has also represented to the Bank that it has obtained all requisite permissions and licenses from the government/ regulatory and other authorities for the purpose of doing the said business and the said licences, permissions are effective and in force.
- C) Based on the representation made by the Service Provider and upon its agreeing to comply with the terms and conditions stipulated by the Bank from time to time, the Bank has agreed to engage the Service Provider for the purpose of Cash processing on the terms and conditions contained herein. The RFP document shall be treated as part of this agreement and terms of the RFP shall be adhered by the Service Provider.

**IN CONSIDERATION OF THE ABOVE PREMISES, THIS AGREEMENT WITNESSETH AS FOLLOWS:**

The recitals stated above shall be treated as part of this operative portion as if incorporated herein verbatim.

**1. SCOPE OF SERVICES:**

- 1.1 The Service Provider shall provide the said services to the Bank as **described in “Schedule-I” / “Schedule-II” / “Schedule-III” of this agreement.**
- 1.2 The Service Provider shall provide the said services at centres as communicated by Bank. Any addition/deletion to the list of centres may be done by exchange of letters with mutual consent of parties hereto.

**2. EFFECTIVE DATE:**

- 2.1 This Agreement shall be effective from ..... (date), when the site is formally handed over by the Bank to Service Provider on any day but within 30 days or the validity period of the bid documents, whichever is later.

**3. TERM:**

- 3.1 This Agreement shall remain in force for an initial period of 3 years from .....(date), unless terminated sooner in accordance with the provisions of this agreement. This date will be the date of commencing services at the identified centre. This period may be extended on satisfactory operations for a further period of 2 years on same terms and conditions.
- 3.2 The arrangement may further be renewed after 5 years and extended on mutually agreed terms with increase in processing charges per bundle not exceeding 25%.
- 3.3. The parties to this Agreement shall have a right to terminate this Agreement at any time without assigning any reasons thereto, by giving not less than 60 days prior written notice of the intention to do so, to the other party.

3.4 Notwithstanding what is stated hereinabove, this Agreement shall, unless earlier terminated continue to be operative in full force and effect, even after the expiry of 60 months, on a month to month basis until renewed or terminated by written notice. During such continuation of the Agreement the terms and conditions herein recorded shall be valid subsisting and remain binding on both parties.

3.5 On the expiry or termination of this Agreement, Service Provider shall handover or cause to be handed over all the confidential information, assets, documents, instruments and/or properties of or relating to the Bank and all other related materials in possession of Service Provider to an authorised official of the Bank.

#### **4. BILLING and PAYMENT PROCESS:**

4.1 In consideration of said services to be provided by the Service Provider, the Bank shall make payment at monthly intervals in accordance with the rate accepted during e-reverse auction PLUS applicable GST. The Service Provider is required to submit its bills once a month, not later than 7th of the following month, to the Branch Head of Currency Chest mentioned in the agreement at the time of entering into contract. Claim for payment should be supported by daily log register duly verified and certified by Currency Chest branch officials. Format for submission of monthly claims for cash processing should be as given in the RFP.

4.2 Bank will verify the claim received and release the payment within 10 days of receiving the claim complete in all respects. While making payment, the Bank will deduct TDS and other statutory dues as applicable, to comply with the laws of the land. The amount will be credited to the account of the SP electronically, through RTGS or NEFT.

#### **5. OBLIGATION OF THE SERVICE PROVIDER:**

5.1 The Service Provider shall employ sufficient number of personnel to provide said services in prompt and efficient manner.

5.2 The Service Provider shall engage person only after antecedent check and police verification done & kept on record. The Service Provider shall withdraw or bar any of its employee(s) or agent(s), if in the opinion of Bank the quality of service rendered by the said personnel is not as per specifications of the Bank or it is not in the interest of Bank that such personnel of the Service Provider continues to be involved in the said services.

5.3 The Service Provider agrees, represents and warrants that no Bank officer, director, employee or immediate family member thereof (collectively termed as, "The Bank Personnel") has a business relationship of any kind with the Service Provider or its officers.

5.4 The Service Provider shall not exercise any lien on any of the assets, properties, documents, instruments or material belonging to the Bank and in the custody of the Service Provider for any amount due or claimed to be due by the Service Provider from the Bank.

5.5 Unless otherwise expressed the Service Provider shall meet with the Bank Personnel to discuss and review its performance on a regular basis.

## **6. INDEPENDENT SERVICE PROVIDER:**

6.1 This agreement is on a principal to principal basis between the parties hereto. Nothing contained in this agreement shall be construed or deemed to create any association, partnership or joint venture or employer-employee relationship or principal-agent relationship in any manner whatsoever between the parties. The Service Provider acknowledges that its rendering of services is solely within its own control subject to the terms and conditions agreed upon and agrees not to hold itself out to be an employee, agent or servant of the Bank or any subsidiary or affiliate thereof.

6.2 The Service Provider's personnel, employees, agents, sub-contractor etc. have no authority/right to bind the Bank in any manner. It is also clarified that the personnel or employees of Service Provider shall be employed by the Service Provider and governed by terms of the Service Provider's employment and the Service Provider shall be solely responsible and liable in the event of any adverse claims of whatsoever nature including all labour laws violations made on the Bank by the employees of the Service Provider.

## **7. SUB-CONTRACTORS:**

7.1 The Service Provider shall not assign or subcontract any of its responsibilities contained in this agreement to any agent, sub-agent or subcontractor without prior written permission of the Bank, which the Bank may deny at its absolute discretion and if the bank gives such prior written permission to sub - contract or any agent, it shall not be construed as waiver of any accrued rights and/or liabilities and the Service Provider shall be fully responsible for all acts and omissions of its contractors, sub-contractors or agents. Nothing in this Agreement shall be construed to create any contractual or other relationship between the Bank and any such contractor/ sub-contractor or agent, nor any obligation on the part of the Bank to pay or see to the payment of any money due to any contractor/ sub-contractor/agent. Bank shall have right to assign this agreement or benefits of this agreement to its subsidiary, associate or group company.

## **8. TAXES:**

8.1 The Service Provider shall be solely liable for the payment of all taxes, duties, fines, penalties, etc., by whatever name called as may become due and payable under the local, state and/or central laws, rules and/or regulations as may be prevalent and as amended from time to time in relation to the services rendered pursuant to this agreement and any amounts payable by the Bank to the Service Provider shall be subject to any tax required to be deducted at source in accordance with the applicable laws and regulations.

8.2 The Service Provider shall co-operate fully in defending any claim(s) by any local, state or union authorities against the Bank with respect to any taxes and/or duties due and payable by the Service Provider. This provision shall survive this Agreement.

## **9. COMPLIANCE WITH LAWS:**

9.1 The Service Provider agrees that it shall comply with all applicable union, state and local laws, ordinances, regulations and codes in performing its obligations hereunder, including the procurement of licenses, permits and certificates and payment of taxes where required. If at any time during the term of this Agreement, the Bank is informed or information comes to the Bank's attention that the Service Provider is or may be in violation of any law, ordinance, regulation, or code (or if it is so decreed or adjudged by any court, tribunal or other authority), the Bank shall be entitled to terminate this Agreement with immediate effect.

9.2 The Service Provider shall be responsible for compliance of all laws, rules, regulations and ordinances applicable in respect of its employees, subcontractors and agents including but not limited to Minimum Wages Act, Provident Fund laws, Workmen's Compensation Act and shall establish and maintain all proper records particularly but without limitation, accounting records, required by any law, code, practice or corporate policy applicable to it from time to time including records and returns as applicable under the Labour Legislation and the Service Provider shall indemnify and save the Bank harmless in the event of any claim from any statutory authority or any employee(s) or agent or employee(s) of subcontractors of the Service Provider.

## **10. INSPECTION AND RIGHT TO AUDIT:**

10.1 The Service Provider shall maintain its regular books of account in respect of said services and shall, allow the Bank, its management, its auditors and/or its regulators to inspect, examine and audit the Service Provider's operations and business records which are directly relevant to the services and financial arrangement, as set forth in this Agreement.

## **11. CONFIDENTIALITY AND SECRECY:**

11.1 The Service Provider acknowledges and agrees that all tangible and intangible information obtained, developed or disclosed including all documents, data, papers, statements, any business/customer information, trade secrets and process of the Bank relating to its business practices in connection with the performance of said services under this Agreement or otherwise, is deemed by the Bank and shall be considered to be confidential and proprietary information ("Confidential Information").

11.2 The Service Provider agrees and undertakes that the Confidential Information shall not be used or permitted to be used in any manner except for the purpose of performance of this agreement and the Service Provider shall not disclose or part with the Confidential Information to unauthorized person(s). The Service Provider shall ensure that the Confidential Information is safeguarded and shall take all necessary action to protect it against misuse, loss, destruction, alterations or deletions thereof. The Service Provider shall ensure that its employees/agents/sub-contractors are bound by similar obligation to maintain secrecy in respect of Confidential Information.

- 11.3 The Service Provider acknowledges that in the event of any breach or threatened breach of this clause by the Service Provider and/or its employees/agents/sub-contractors, the Service Provider shall be liable to pay damages as may be quantified by the Bank.
- 11.4 The Service Provider acknowledges that in the event of any breach or threatened breach of this section by Service Provider/its employees/agents/sub-contractors, monetary damages may not be an adequate remedy; therefore, the Bank shall be entitled to injunctive relief to restrain the Service Provider/its employees/agents/sub-contractors from any such breach, threatened or actual.
- 11.5 This provision shall survive even after the expiry or termination of this agreement.
- 11.6 The operation of the Tenderer in Pakistan and China, if any, should be suitably firewalled from the contract / operations with the Bank and should also declare that no employee who has previously worked or been posted in Pakistan or China in any capacity is engaged by the Company for this project and that no China/ Pakistan national or person of Pakistan Origin/ China Origin should be engaged by the Service Provider (SP) for the project. Further, the company should not post an employee who has worked in India operations in Pakistan or China.

## **12. INSURANCE:**

- 12.1 The Service Provider shall maintain at its own costs, throughout the tenure of this agreement and any extensions thereof, insurance coverage for adequate amount in consultation with the Bank, including but not restricted to, Comprehensive General Liability Insurance covering bodily harm, injury, death of all individuals employed/assigned by Service Provider to perform the services required under this Agreement.
- 12.2 The Service Provider shall also take, at its own costs, insurance policies for adequate amount against fidelity, dishonesty, theft, extortion, robbery, forgery, altered documents, fraud, fidelity / dishonest acts on the part of Service Provider's employees or agents/subcontractors or representatives or employees of such agents/subcontractors **with Bank as Loss Payee/beneficiary**.
- 12.3 The Service Provider further undertakes at its sole expense to provide for insurance for sufficient amount, of its own property, individuals, employees, agents or persons assigned to perform the services under this agreement, as may be required by the Bank upto such limits as may be specified by the Bank.
- 12.4 The Service Provider undertakes to provide such documentary proof of compliance of this clause as may be required by the Bank or its auditors or any other authorities.

## **13. INDEMNIFICATION:**

- 13.1 The Service Provider shall fully indemnify and hold harmless the Bank against any shortages / penalty imposed by RBI for deficiencies in remittance of shrink wrapped bundles processed by the SP, liability, losses, claims, costs including attorney's cost, expenses accruing, incurred or suffered by the Bank directly or indirectly arising on account:

- a) of any act, commission or omission, negligence, fraud, forgery, dishonesty, misconduct or violation of any of the terms and conditions of this agreement by the Service Provider/its employees/agents/subcontractors;
- b) Of any robbery, theft, extortion, misappropriation, accident when any assets or properties or documents or instruments are or deemed to be in the custody of the Service Provider.

13.2 The Service Provider shall be liable to pay the amount to the Bank as determined by the Bank under this provision on demand and the Bank shall be entitled to adjust the amounts so determined to be due from the Service Provider against the future payments due by the Bank to the Service Provider.

13.3 The Service Provider shall fully indemnify and hold harmless the Bank against IPR, confidentiality and labour law violations.

13.4 The Service Provider shall keep the Bank indemnified by submitting Performance Bank Guarantee (PBG) as required under RFP. Such PBG shall be got extended by the Service Provider till the continuation of contract.

#### **14. WARRANTY:**

14.1 The Service Provider hereby represents and warrants to the Bank that it shall not violate any proprietary and intellectual property rights and any third party, including without limitation, confidential relationships, patent, trade secrets, copyright rights and any other proprietary rights. The Service Provider hereby agrees to indemnify and hold the Bank harmless from any loss, claim, damage, costs or expense of any kind including reasonable attorney's fees, to which the Bank may be subjected by virtue of a breach of the foregoing warranty.

14.2 The Service Provider further warrants to the Bank that, during the term of this Agreements, the materials and services to be delivered or rendered hereunder, will be of the kind and quality designated and shall meet specifications as well as manners as determined in the Bank's sole and exclusive discretion and communicated to the Service Provider from time to time.

14.3 The employees of the Service Provider shall continue to be the employees of the Service Provider and work under its directions and shall not become or claim any employment from Bank by virtue of providing said services, irrespective of the location of their work.

14.4 Notwithstanding any other provisions of this Agreement, in no event shall the Bank be liable to the Service Provider for lost profits or revenues, consequential or similar damages arising out of or in connection with the said services, materials or assistance provided under this Agreement, or for any claim made by the Bank on the Service Provider.

14.5 The Service Provider represents that it has taken all necessary corporate action to authorize the execution and consummation of this Agreement and will furnish satisfactory evidence of same upon request. An authenticated list of the Officers of the Service Provider who are authorized to sign and/or execute this Agreement and/or other related documents and writings shall be provided to the Bank duly authenticated.

## **15. TERM AND TERMINATION:**

The Bank may by giving Fifteen (15 ) days' notice in writing to Service Provider, terminate this Agreement under any one or more of the following circumstances:

- 15.1 In the event of any default by the Service Provider, if in the reasonable opinion of the Bank, performance of any of the said services under this Agreement by the Service Provider, is not acceptable being in contravention of any laws as may be applicable from time to time or industry practice, under the circumstances which would amount to objectionable service.
- 15.2 If Service Provider fails to perform the said services under this Agreement or to observe any of its obligations or breaches all or any of the terms of this Agreement.
- 15.3 If a petition for insolvency is filed against the Service Provider and such petition is not dismissed within Ninety (90) days after filing and/or if the Service Provider makes an arrangement for the benefit of its creditors or, if the Court Receiver is appointed as receiver of all/any of Service Provider's properties.
- 15.4 If in the opinion of the Bank the interest of the Bank are jeopardized in any manner whatsoever.
- 15.5 It is hereby agreed and understood by the parties that the provisions of this Clause shall not limit or restrict nor shall they preclude the Bank from pursuing such further and other legal actions, against Service Provider for any breach or non-compliance of the terms of this Agreement.
- 15.6 Notwithstanding anything contained herein, the Bank may terminate the agreement forthwith without assigning any reason.

## **16. PUBLICITY:**

The Service Provider shall not use the name and/or trademark/logo of the Bank, its group companies, subsidiaries or associates in any sales or marketing publication or advertisement, or in any other manner without prior written consent of the Bank.

## **17. SUCCESSORS:**

This Agreement binds the heirs, executors, administrators, successors and permitted assigns of the Service Provider with respect to all covenants herein, and cannot be changed except by written agreement signed by both parties. The term "Service Provider", wherever used in this Agreement shall mean and include its employees, agents, subcontractors and representatives and the heirs, executors, administrators, successors and assigns of all such employees, agents, subcontractors and representatives.

## **18. ARBITRATION AND JURISDICTION:**

- a) Any dispute, controversy or claims arising out of or relating to this Agreement or the breach, termination or in validity thereof, shall be settled by arbitration of a sole arbitrator jointly appointed by the Parties, or if the Parties are unable to Agree upon an arbitrator, to the arbitration panel of 3 (three) arbitrators, 1(one) to be appointed by each disputing Party and the third to be appointed by the 2 (two) arbitrators so appointed. The arbitration shall be governed by the Arbitration and Conciliation Act, 1996 or any modification, amendment, consolidation or re-enactment thereof. The arbitrator/s will have power to regulate their own procedure, including summary powers.
- b) The place of arbitration shall be .....[Mention the place of Local Head Office (LHO) of the respective Circles] and any award whether interim or final, shall be made, and shall be deemed for all purposes between the Parties to be made in the respective place of LHO.
- c) The award of the arbitrators shall be final and conclusive and binding upon the Parties, and the parties shall be entitled to enter judgment thereon. The Parties further agree that such enforcement shall be subject to the provisions of the Arbitration and Conciliation Act, 1996.
- d) Subject to the aforesaid, for all matters for which the courts of law would have jurisdiction, including without limitation for an application for the appointment of an arbitrator under the provisions of section 11 of the Arbitration and Conciliation Act, 1996, the courts of law at .....(please mention the place of respective LHO) entering in to the agreement, shall have exclusive jurisdiction.

## **19. FORBEARANCE:**

The failure on the part of the Bank to insist upon the performance of any terms and conditions of this Agreement, to exercise any right or privilege conferred in this Agreement, or to demand any penalties resulting from any breach of any of the terms or conditions of this Agreement shall not to be construed as a waiver on the part of the Bank of any terms, conditions, rights or privileges, but the same shall continue and remain in full force and effect, nor will such waiver affect any subsequent breach or subsequent action in that behalf.

## **20. GENERAL PROVISIONS:**

- 20.1 Paragraph Headings: Paragraph headings are for convenience only and shall not be a part of the Terms and conditions of this Agreement.
- 20.2 Severability: If any term or provision of this Agreement should be declared invalid by a court of competent jurisdiction, the remaining terms and provisions of this Agreement shall remain unimpaired and be in full force and effect.



20.03 Except as specifically set forth or referred to herein, nothing contained or implied herein is intended or shall be construed to convey any rights upon any person or entity other than that of the Service Provider and the Bank.

20.4 All rights and remedies conferred under this Agreement or by law shall be cumulative and may be exercised singularly or concurrently.

20.5 The terms and provisions of this Agreement by their nature and content are intended to survive the performance hereof by any or all parties hereto shall so survive the completion and termination of this Agreement.

## **21. COMPLETE AGREEMENT:**

21.1 This Agreement supersedes any and all agreements; contracts or addenda relating to the Service Provider in respect of said services. This Agreement is entire in itself and cannot be changed or terminated orally. No modification, waiver or amendment of this Agreement shall be binding unless communicated in writing and signed by both parties. All legally required amendments shall automatically become an integral part of this Agreement.

21.2 This Agreement, together with Schedules, is the entire agreement and expresses the complete, exclusive and final understanding of the parties with regard to the subject matter herein and may not be altered, amended or modified except in writing and signed by the parties.

## **22. NON-EXCLUSIVE AGREEMENT:**

This agreement is on a non-exclusive basis and the Service Provider does not have any exclusive right to provide the said services to the Bank. Bank is free to engage any other service provider(s) or may entrust similar services to any other person/s. The Service Provider shall also be at liberty to provide similar services to any other person.

## **23. FORCE MAJEURE:**

23.1 Any failure or delay by either party in performance of its obligation, to the extent due to any failure or delay caused by fire, flood, earthquake or similar elements of nature, or act of God, war, terrorism, riots, civil disorders, rebellions or revolutions, acts of government authorities or other events beyond the reasonable control of the non-performing Party shall not be deemed as default.

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

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

## **24. NOTICES:**

- 24.1 Any notice/ letter required to be served by one party to another in pursuance of this Agreement shall be served upon the other, in writing, at the respective address as mentioned hereinbelow;

- (i) In case of the Service Provider:

.....  
.....  
.....

- (ii) In case of the Bank:

The Deputy General Manager & CFO  
STATE BANK OF INDIA  
Local Head office  
-----  
-----

- 24.2 All correspondence, notices or any other communication, shall be deemed to have been duly and sufficiently served on the parties Seven (7) days after the same shall have been sent by registered post, properly addressed to the parties at their above mentioned respective addresses or, as otherwise intimated by the parties, and if delivered to the parties against acknowledgment such correspondence, notices, or any other communication shall be deemed to have been duly served as on the date of delivery.

## **25. GOVERNING LAW / JURISDICTION:**

This Agreement shall be governed by and construed in accordance with the laws of India and shall be subject to the exclusive jurisdiction of the courts of \_\_\_\_\_ (please mention the place of respective LHO) only.

**IN WITNESS WHEREOF** the parties hereto have hereunto set and subscribed there respective hands on the day, month and year first hereinabove written.

SIGNED, AND DELIVERED

By the within named (name of bidder.....)

Through its Authorized      Signatory in the presence of

1. \_\_\_\_\_

2. \_\_\_\_\_

SIGNED, AND DELIVERED

by within named State Bank of India in the presence of

1. \_\_\_\_\_

2. \_\_\_\_\_

## **SCHEDULE - 'I'**

### **SCOPE OF ACTIVITY FOR CASH PROCESSING:**

Service Provider has to perform processing, sorting, packeting, bundling and shrink wrapping of Currency Notes by using Note Sorting and other related Machines to be provided on hire basis at \_\_\_\_\_ (name of Currency Chest). Note Sorting Machine should have minimum 6+1 pockets with capability to generate 3+1 outputs. The Machine should have capability for mechanized paper banding of packets.

## **SCHEDULE - 'II'**

On some average 100 & above bundles per day have to be processed on Note Sorting and other related Machines (NSMs) at \_\_\_\_\_ (name of Currency Chest).

(The Bank will assure payment for a minimum of 100 bundles per day for notes processed on NSMs, however Service Provider has to process all the Cash received in excess of 100 bundles.)

## **SCHEDULE - 'III'**

### **Note Sorting and other related Machines (NSMs):**

- i) Time limit for installation of Note Sorting and other related Machines (NSMs) shall be firm and binding. Time period for delivery, installation and commissioning (including start up period) shall also be indicated separately by the Bidder and the same shall also be firm and binding. The successful Bidder shall co-ordinate the activities relating to provision of infrastructural facilities within the scope of the Bank. Such facilities shall be specifically listed out by the Bidder at the time of submission of the tender. The delivery, installation & commissioning of NSMs and the commencement of services at Currency Chest (CC) have to be completed within 4 months from the date of receipt of Letter of Intent (LOI) at 50% of CCs and at remaining 50% of CCs within 6 months of receipt of LOI, subject to communication of readiness by the concerned CC.
- ii) In the event of the NSMs not being delivered, installed, commissioned and maintained as per above para i) of Schedule-'III', a penalty of ₹50,000/- per week or part thereof for the delay, will be charged to successful Bidder. **In case the delay is of more than 8 weeks on the part of Service Provider (SP), the Bank may cancel the order.** In case, delay in commencement of the services is due to non-communication of readiness by the concerned CC (within 4/6 months), the period of delay will be counted 15 days after the date of such communication from CC.
- iii) This amount of penalty so calculated shall be deducted at the time of making payment of monthly charges after successful installation and commissioning of NSM.
- iv) The Bank also reserves the right to cancel the entire contract and forfeit the Bank Guarantee / Security Deposit. In the event of such cancellation, the SP is not entitled to any compensation. PLEASE NOTE THE DELIVERY AND INSTALATION SCHEDULE SHALL BE FOLLOWED STRICTLY AS STIPULATED. ANY DELAY SHALL BE VIEWED SERIOUSLY AND PENALTIES WILL BE LEVIED.
- v) In the case of a Bidder offering to install NSMs on Hire Basis under the Contract which the Bidder did not produce / manufacture, the Bidder has been duly authorized as per authorization letter given in RFP.
- vi) Adequate, specialized expertise is available to ensure that the support services are responsive and the Service Provider (Bidder) will assume total responsibility for the fault-free operation of the NSMs.
- vii) Installation, commissioning and operation of the NSMs shall be made by the SP in accordance with the system approved / ordered.

- viii) The SP shall supply all necessary drawings and documents to the Bank without any additional cost. These drawings and documents shall be in English. All drawings, documents, manuals, catalogues and information furnished by the supplier shall become the property of the Bank. The drawings and documents to be furnished shall be as follows:
- (a) All general arrangement and installation drawings inclusive of installation instructions.
  - (b) Electrical schematic drawings indicating consumption points.
  - (c) Two set of operation and maintenance instructions / manuals / catalogues and two sets of descriptive literature wherever applicable shall be supplied along with the machine.
  - (d) Control / safety circuit diagrams with various set parameters duly marked.
- ix) The supplier / vendor shall be responsible for any discrepancies, errors and omissions in the drawings or other information submitted by him, irrespective of whether these have been approved, reviewed or otherwise accepted by the Bank or not.
- i) The supplier / vendor shall take all corrective measures arising out of discrepancies, errors and omissions in drawings and other information as mentioned above within the time schedule and without extra cost to the Bank.
- x) If NSMs fails to meet the technical specification or the performance functionality or RBI parameter at any time during the contract period, the Bank reserves the right to cancel/terminate the contract. In case of termination of the contract, the SP has to remove its machine within a period of 15 days at his cost.
- xi) The Bank shall have the right of inspecting and testing the Note Sorting Machines or any part thereof at any time during the manufacture, and the supplier on demand from the Bank shall carry out such tests in appropriate manner in the presence of Bank's representatives and free of charge to Bank. Should a part of the machine be manufactured not on manufacturer's / supplier's premises but on other premises, the supplier shall like-wise obtain permission for the Bank to inspect and test the work as if the said plant were being manufactured on the manufacturer's / supplier's premises. The inspection, examination or testing carried out by the Bank shall not relieve the supplier from any of his obligations under the Hire contract.
- xii) The supplier shall bear all costs of such inspections and tests.

- xiii) The supplier shall submit to the Bank programme of inspection and test in advance and shall give the Bank a minimum six weeks clear notice of any work being ready for inspection and tests. The proforma and number of copies for inspection / test certificates shall be mutually agreed.
- xiv) The supplier/vendor assumes responsibility for and shall indemnify and save harmless the Bank from all liabilities, claims, costs, expenses, taxes and assessments including penalties, punitive damages, attorney's fees and court costs which are or may be required to be paid by reasons of any breach of the supplier's / vendor's obligation under these general conditions or for which the supplier/ vendor has assumed responsibilities under the Hire contract including those imposed under any contract, local or national law or laws, or in respect to all salaries, wages or other compensation to all persons employed by the supplier or suppliers in connection with the performance of any machine covered by the Hire contract. The supplier shall execute, deliver such other further instruments to comply with all the requirements of such laws and regulations as may be necessary there under to conform and effectuate the Hire contract and to protect the Bank during the tenure of Hire contract.
- xv) Where any patent, trade mark, registered design, copy rights and / or intellectual property rights vest in a third party, the supplier/ vendor shall be liable for settling with such third party and paying any license fee, royalty and/ or compensation thereon.
- xvi) In the event of any third party raising claim or bringing action against the Bank including but not limited to action for injunction in connection with any rights affecting the machine supplied by the supplier covered under the Hire contract or the use thereof, the supplier agrees and undertakes:
  - a) To defend and / or to assist the Bank in defending at the supplier's cost against such third party's claim and / or actions and against any law suits of any kind initiated against the Bank.
  - b) To indemnify, keep indemnified and hold harmless the Bank against all actions, claims, demands, costs, charges and expenses arising from or incurred by reason of any infringement of patent, trade mark, registered design, copy rights and/ or intellectual property right of any third party or parties in connection with use of the machine supplied by the supplier/vendor whether or not the Bank is held liable by any court judgment.
- xvii) The scope of contract shall include supply on hire basis, of Machines securely packed in good condition, transporting, handling, installation, commissioning, maintenance and operation thereof at \_\_\_\_\_(name of currency chest) and personnel for processing of currency notes. SP may visit the Currency Chest and ensure that adequate space (**not more than 100 sq feet**) is available to accommodate the machine and also submit the Civil / electrical construction plan to the bank well in advance. SP shall also arrange for commissioning, spares, oils, lubricants and consumables and UPS equipment, Air Purified equipment etc. required for completion of successful installation, commissioning and day to day operation of the NSMs.



- xviii) Bank will be responsible for providing space, electricity/generator, and civil work as per design submitted by vendor and one/ two Banks supervisor to verify reject notes etc. For other entire work, the supplier will be responsible right from the receiving note bundles from officer in charge and handing over the processed, shrink wrapped bundles back to him.
- xix) NSMs to be supplied under the Contract shall have their origin in eligible source countries, as per the prevailing Import Trade Control Regulations in India.

**Authorization Procedure:**

The Service Provider will submit the name and signature of the person who will be authorized by the Board of Directors of the Service Provider to execute all documents pertaining to Cash Processing and/or Supply of NSMs on Hire basis.

The Service Provider will submit the details of the personnel who will receive the Cash from the Bank branch. This letter will have the name of the personnel, their Photographs and the Signatures.

The authorization letter will be countersigned by the authorized signatory of the Service Provider concerned.

Only those personnel verified by the authorized signatory and attested by the signatory of the Bank will receive Cash from the Bank.

The Service Provider personnel will give an acknowledgement of the cash being taken into possession by them for processing.

All Service Provider personnel will be verified by the Police after their antecedent check has been carried out by the Service Provider. Record of the same will be available with the Service Provider and the Bank.

**The period of initial arrangement will be 3 years, which may be extended on satisfactory operations for a further period of 2 years on same terms and conditions.** The rate quoted as per Format given in RFP shall be firm and binding for period of 5 years. The rates shall be revised with the mutual consent of the Bank and the Service Provider (Bidder) after the expiry of five years period, subject to maximum of 25% rise on the agreed bid rates.

**SERVICE PROVIDER'S PROFILE**

<b>S. No.</b>	<b>Item</b>	<b>Response</b>
1	Name of the Service Provider (SP)	
2	Address with contact Number/s	
3	Website address, if any	
4	e-mail id	
5	Constitution of the SP	
6	Year of Registration	
7	Names of the directors and their contact numbers	
8	Permanent Account Number (PAN) allotted by Income Tax Deptt.	
9	Name of the Banker/s and IFS Code of the branches	
10	Financial performance of the SP for the last 3 years (₹ in Crore)	2016-17: 2017-18: 2018-19:
11	Turnover from Cash Processing Services	2016-17: 2017-18: 2018-19:
12	Net Profit/Loss	2016-17: 2017-18: 2018-19:
13	Paid up capital	2016-17: 2017-18: 2018-19:
14	Net worth	2016-17: 2017-18: 2018-19:
15	GST Registration No.	
16	No. of Banks to whom cash processing services / facility is being provided at present. Name/s and addresses of such institutions with contact details of their key persons	
17	No. of other organizations to whom cash processing facility is being provided Name/s and address/es of with contact details of their key persons	
18	Other activities of the SP	
19	No. offices State-wise and addresses thereof	

## **Declaration**

1. I/We have read the instructions and terms conditions given in the notice inviting request for proposal (RFP) for providing cash processing services to State Bank of India. I/ We understand that any decision to be taken by the Bank will be on the basis of the information furnished/ declarations made by us in the RFP. Should the information given by us in this document prove to be false / incorrect at any time afterwards, contract awarded to us will be liable to termination without any prior notice. I/ We shall be solely responsible for the consequences and decision of State Bank of India will be binding on me/ us.
2. I/We understand and agree that the decision of State Bank of India in short-listing/ selection of the Service Provider/s will be final and binding on me/ us. Likewise, the decision of the Bank in allotment of States / Centres will be final and binding on us.
3. I/We declare that no material fact with regard to operations of cash processing services has been suppressed / withheld by us and I/we have no objection in the Bank making independent inquiries with the Banks/clients for whom we are presently providing cash processing services.

Place:

Signature:

Date:

Name &  
Designation  
Company Seal

**Annexure–IV****Format for submission of monthly claims for Cash Processing**

Bill for the month of \_\_\_\_\_

<b>S. No.</b>	<b>Claim details</b>	<b>Rate claimed</b>	<b>Amount in Rupees</b>
1	Claim for Bundles processed (provide summary of bundles received, processed and returned)		
	<b>Total</b>		
2	GST, where applicable		
	Total amount Billed		

N.B.:

- ii) The consolidated claim should be submitted for each centre, duly supported by the log sheets for the month concerned.
- iii) The Service Provider should indicate the following details to facilitate TDS and payment of the bill amount through electronic mode:
  - a) PAN details :
  - b) Title of account to which the amount is to be credited:
  - c) Account Number in Full :
  - d) Name of the Bank :
  - e) Name of the Branch and its address:
  - f) IFS Code of the Branch :

**Annexure-V**

**Details of Banks for whom cash processing services / supply and/or maintenance of NSMs are being/has been provided:**

<b>S. No.</b>	<b>Particulars</b>	<b>Response</b>
1	Name of the Bank Address  Contact Person Landline No. of the contact person Mobile No. e-mail id	
2	Name of the Bank Address  Contact Person Landline No. of the contact person Mobile No. e-mail id	
3	Name of the Bank Address  Contact Person Landline No. of the contact person Mobile No. e-mail id	

**ANNEXURE-VI**

**MANUFACTURERS' / PRODUCERS' AUTHORIZATION FORM**

No. \_\_\_\_\_

Date:

To:

Dear Sir,

**Ref: SBI/R&DB/ABD/2 dated : 02.03.2020**

We \_\_\_\_\_ who are established and reputable manufacturers / producers of \_\_\_\_\_ having factories / development facilities at \_\_\_\_\_ (address of factory / facility) do hereby authorise M/s \_\_\_\_\_ (Name and address of Distributor/Bidder) to submit a Bid, and sign the contract with you against the above Bid Invitation.

**2.** We hereby extend our full guarantee and warranty for the Note Sorting Machines and services offered by the above firm against this Bid Invitation.

**3.** We also undertake to provide any or all of the following materials, notifications, and information pertaining to the Note Sorting Machine provided by the Bidder/Service Provider:

(a) Such Note Sorting Machine as the Bank may opt to Hire from the Service Provider (SP) / supplier, provided, that this option shall not relieve the SP / supplier of any warranty obligations under the Contract; and

(b) In the event of termination of Hire contract of Note Processing Machine:  
i) advance notification to the Bank of the impending termination, in sufficient time to permit the Bank to make alternative arrangement, needed requirements; and

**4.** We duly authorise the said firm / company to act on our behalf in fulfilling all installations, Technical support and maintenance obligations required by the contract.

Yours faithfully,

(Name of Manufacturer / Producers)

*Note: This letter of authority should be on the letter-head of the manufacturer and should be signed by a person competent and having the power of attorney to bind the manufacturer. The Bidder in its Bid should include it.*

**ANNEXURE-VII****LIST OF FIRST CLASS BANKS**

<b>S. No.</b>	<b>Bank</b>
1	Allahabad Bank
2	Andhra Bank
3	AXIS Bank
4	Bandhan Bank
5	Bank of Baroda
6	Bank of India
7	Bank of Maharashtra
8	Canara Bank
9	Central Bank of India
10	City Union Bank
11	Corporation Bank
12	HDFC Bank
13	ICICI Bank
14	IDBI Bank
15	Indian Bank
16	Indian Overseas Bank
17	IndusInd Bank
18	Kotak Mahindra Bank
19	Oriental Bank of Commerce
20	Punjab and Sind Bank
21	Punjab National Bank
22	RBL Bank
23	Syndicate Bank
24	UCO Bank
25	Union Bank of India
26	United Bank of India
27	Yes Bank

**ANNEXURE-VIII**

**FORMAT FOR EMD BANK GUARANTEE**

**(to be submitted on non-judicial stamp paper of appropriate value purchased in the name of issuing Bank)**

To:

**The Deputy General Manager,  
State Bank of India,  
Agency Banking Department,  
R&DB Operations,  
State Bank Bhavan, Madame Cama Road  
Mumbai- 400 021.**

**Proforma for Bank Guarantee in lieu of Earnest Money Deposit**

(To be submitted on non judicial stamp paper of appropriate value purchased in the name of the issuing Bank)

No. \_\_\_\_\_

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

This Deed of Guarantee made this \_\_\_\_\_ day of \_\_\_\_\_ two thousand \_\_\_\_\_ by the \_\_\_\_\_ (Name of the Bank) constituted under the \_\_\_\_\_ having its registered / Head Office at \_\_\_\_\_ and amongst other places, a Branch at \_\_\_\_\_ (hereinafter referred to as 'the Surety') in favour of State Bank of India, (hereinafter referred to as 'the Bank') for an amount not exceeding ₹ 25,00,000/- (Rupees Twenty Five Lakhs only) at the request of M/s \_\_\_\_\_ (Tenderer's name) hereinafter referred to as 'Tenderer.

WHEREAS the Tenderer, a Company/firm registered under \_\_\_\_\_ and having its registered office at \_\_\_\_\_ is bound to deposit with the Bank ₹ 25,00,000/- (Rupees Twenty Five Lakhs only) by way of Earnest Money in connection with its Tender for processing, sorting, packeting, bundling and shrink wrapping of Currency Notes by supply, installation, commissioning, maintenance and operations of branch new current model of Note Sorting and other related Machines (NSMs) on hire basis at Currency Chests, which interalia include Tender Enquiry dated \_\_\_\_\_ and the specifications and terms and conditions enclosed therein and / or any other document / agreement entered in to by the Bank with the Tenderer.



WHEREAS the Tenderer as per Tender Document has agreed to furnish/submit a Bank Guarantee valid up to \_\_\_\_\_ instead of deposit of Earnest Money in cash.

NOW THIS WITNESSETH:

1. That the Surety in consideration of the above premises hereby undertakes and guarantees payment on demand without demur to the Bank of the said amount of ₹25,00,000 (Rupees Twenty Five Lakhs only) within 3 days from the date of receipt of the demand from the Bank, (which amount the Tenderer is bound to deposit with the Bank by way of earnest Money in connection with his Tender). If the Surety fails to make payment within the said period of 3 days, interest at the rate of 10% per annum with monthly rests will be payable by the Surety till payment.
2. This guarantee shall not be affected by any infirmity or irregularity on the part of the Tenderer or by the dissolution or any change in the constitution of the Bank, Tenderer or the Surety.
3. The Bank shall be eligible to make claim under this Guarantee if the Tenderer after submitting his Tender, resiles from his offer or modifies the terms and conditions thereof in a manner not acceptable to the Bank or expresses his unwillingness to accept the contract after the Bank has decided to award the contract to the Tenderer and fail or refuse to furnish the Security Deposit. The Bank's decision in this regard shall be final and binding and the surety is bound to make payment if demand is made by the Bank. The Bank is not bound to mention any reason for invocation of the Guarantee in the demand letter. A statement to the effect that the amount is due under the Guarantee from the Surety will be proper invocation of the Guarantee.
4. The Surety shall not and cannot revoke this guarantee during its currency except with previous consent of the Bank in writing.
5. Notwithstanding anything contained in the foregoing, the Surety's liability under the guarantee is restricted to ₹25,00,000 (Rupees Twenty Five Lakhs only) plus interest for the delay, if any.
6. This guarantee shall remain in force and effective up to \_\_\_\_\_ and shall expire and become ineffective on intimation thereof being given to the Surety by the Bank in which event this guarantee shall stand discharged.
7. The Surety will make the payment pursuant to the demand notice issued by the Bank, notwithstanding any dispute that may exist or arise between the Tenderer and the Bank or any other person.
8. Any forbearance, act or omission on the part of the Bank in enforcing any of the conditions of the said tender or showing of any indulgence by the Bank to the tenderer shall not discharge the Surety in any way.

9. Notwithstanding anything contained hereinabove, a demand or claim under this guarantee should be made on the Surety in writing on or before \_\_\_\_\_ (within 1 month after validity).
10. The Surety has the power to issue this guarantee under statute under which it is incorporated and / or its Memorandum and Articles of Association and the person who is hereby executing this deed has the necessary powers to do so.

SIGNED AND DELIVERED

For and on behalf of

(Banker's Name and Seal)  
Branch Manager

**ANNEXURE-IX**

**PERFORMANCE BANK GUARANTEE FORMAT (SECURITY DEPOSIT)**

To:

**The Deputy General Manager,  
Circle Financial Officer,  
State Bank of India,  
Local Head Office,**

.....,

-----

-----

**Proforma for Performance Bank Guarantee for Security Deposit**

(To be submitted on non judicial stamp paper of appropriate value purchased in the name of the issuing Bank)

No. \_\_\_\_\_

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

This Deed of Guarantee made this \_\_\_\_\_ day of \_\_\_\_\_ two thousand \_\_\_\_\_ by the \_\_\_\_\_ (Name of the Bank) constituted under the \_\_\_\_\_ having its registered / Head Office at \_\_\_\_\_ and amongst other places, a Branch at \_\_\_\_\_ (hereinafter referred to as 'the Surety') in favour of State Bank of India, (hereinafter referred to as 'the Bank') for an amount not exceeding ₹25,00,000 (Rupees Twenty Five Lakhs only ) at the request of M/s \_\_\_\_\_ (Tenderer's name) hereinafter referred to as 'Tenderer:

WHEREAS the Tenderer, a Company/Firm registered under \_\_\_\_\_ and having its registered office at \_\_\_\_\_ is bound to deposit with the Bank ₹25,00,000/- by way of security deposit in connection with "terms of contract" as per Tender Documents, which interalia include Tender Enquiry dated \_\_\_\_\_ and the specifications and terms and conditions therein and any other document / agreement entered in to by the Bank with the Tenderer.

WHEREAS the tenderer as per Tender Documents, has agreed to furnish a Bank Guarantee valid up to \_\_\_\_\_ instead of security deposit in cash.

NOW THIS GUARANTEE WITNESSETH AS UNDER:

1. In consideration of the above premises, the Surety hereby unconditionally and irrevocably guarantees that the Tenderer shall fulfill its commitments and obligations under the Tender Documents for processing, sorting, packeting, bundling and shrink wrapping of Currency Notes by supply, installation, commissioning, maintenance and operations of brand new current model of Note Sorting and other related Machines (NSMs) on hire basis at Currency Chests at ----- (Branch Name of SBI) and in the event of the Tenderer failing to perform / fulfil its commitments / obligations under the Tender Documents ( i.e. Tenderer committing default), the

Surety shall on demand(s) from time to time from the Bank without protest or demur or without reference to the Tenderer and notwithstanding any contestation or existence of any dispute between the Tenderer and the Bank, pay to the Bank forthwith the sums so demanded by the Bank in each of the demands.

2. Notwithstanding anything to the contrary, Bank's decision as to whether the Tenderer has made any such default or defaults and the amount or amounts to which the Bank is entitled by reasons thereof will be binding on Surety and Surety shall not be entitled to ask the Bank to establish claim or claims under this Guarantee but will pay the same forthwith on your demand without any protest or demur.
3. This guarantee shall continue and hold good until it is released by the Bank on the application by the Tenderer after the Tenderer had discharged all its obligations under the Tender Documents, including those arising during the period of contract and on furnishing a fresh Bank Guarantee for a period of extension of contract, as security deposit for the fulfilment of service contract conditions. The Bank shall be entitled to invoke the Bank Guarantee towards the Security Deposit if the Bank Guarantee for further period is not furnished.
4. Bank has the fullest liberty without effecting Surety's obligation under this guarantee from time to time to vary any of the terms and conditions of the Tender Documents or extend the time of performance by the Tenderer its obligation commitment under the Tender Documents or to enforce or forbear to enforce any of the terms and conditions of the Tender Documents and Surety shall not be released from its liability under this guarantee.
5. This guarantee shall not in any way be affected by the Bank taking or varying or giving up any securities from the Tenderer or any other person, firm or company on its behalf or by winding up, dissolution, insolvency or death as the case may be of the Tenderer.
6. In order to give full effect to the guarantee herein contained Bank shall be entitled to act as if Surety is Bank's principal debtors in respect of all Bank's claims against the Tenderer and the Surety hereby expressly waive all its rights of surety-ship and other rights, if any, which are in any way inconsistent with any of the provisions of this guarantee.
7. Subject to the maximum limit of its liability under this Guarantee, the Guarantee covers all Bank's claim or claims against the Tenderer from time to time arising out of or in relation to the Tender Documents and in respect of which Bank's claim in writing is lodged on Surety before expiry of six months from the date of expiry of this guarantee.
8. Any notice by way of demand or otherwise hereunder may be sent by email, special courier, telex, fax or registered post to Surety's local address as aforesaid and if sent by post, it shall be deemed to have been given when the same has been posted.

9. This guarantee and the powers and provisions herein contained are in addition to and not by way of limitation of or substitution for any other guarantee or guarantees hereto given to the Bank by Surety (whether jointly with others or alone) and now existing uncanceled and that this guarantee is not intended to and shall not revoke or limit such guarantee or guarantees.
10. This guarantee shall not be affected by any change in the constitution of the Tenderer or Surety nor shall it be affected by any change in Bank's constitution.
11. Any forbearance, act or omission on the part of the Bank in enforcing any of the conditions of the Tender Documents or showing of any indulgence by the Bank to the Tenderer shall not discharge the Surety in any way and the obligations of the Surety under this guarantee shall be discharged only on the intimation thereof being given to the Surety by the Bank.
12. This guarantee is irrevocable during the period of its currency and shall not be revoked without previous consent in writing of the Bank.
13. The Surety further agrees and undertakes to pay to the Bank without demur the amount demanded by the Bank in writing notwithstanding any difference or dispute or controversy that may exist or arise between the Bank and Tenderer or any other person.
14. Notwithstanding anything contained herein above Surety's liability under this guarantee is restricted to **Rs.25,00,000 (Rupees Twenty Five lakhs only)**. This Guarantee is valid for 3 years from the date of issuance. A written claim should be lodged on the Surety for payment under this guarantee within six months from the date of expiry, including extensions if any, of this guarantee.
15. The Surety has power to issue this guarantee in Bank's favour under the Memorandum and Articles of Association of the Surety and the undersigned has full power to execute this Guarantee under the Power of Attorney granted to him by the Bank.

For and on behalf of

(Banker's Name and Seal)  
Branch Manager  
(Banker's Seal)

**ANNEXURE-X****PRE-CONTRACT INTEGRITY PACT**  
(TO BE STAMPED AS AN AGREEMENT)**General:**

This pre-Bid pre-contract Agreement (hereinafter called the Integrity Pact) is made on \_\_\_\_\_ day of the month of 201 , between, on the one hand, the State Bank of India a body corporate incorporated under the State Bank of India Act, 1955 having its Corporate Centre at State Bank Bhavan, Nariman Point, Mumbai through Agency Banking Department (hereinafter called the "BUYER", which expression shall mean and include, unless the context otherwise requires, its successors) of the First Part and M/s \_\_\_\_\_ represented by Shri ....., Chief Executive Officer(hereinafter called the "BIDDER/Service Provider 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/Service Provider 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 RFP for processing, sorting, packeting, bundling and shrink wrapping of Currency Notes by supply, installation, commissioning, maintenance and operations of brand new current model Note Sorting and other related Machines (NSMs) on hire basis at Currency Chests.
- 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 upto a period of three 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 Monitor (hereinafter referred to as Monitors) for this Pact in consultation with the Central Vigilance Commission (Names and Addresses of the Monitors to be given).

- i) Dr. Parvez Hayat, IPS (Retired),  
**Address:** B-4/69-A, Safdarjung Enclave, New Delhi – 110029  
**Email:** phayatips@gmail.com
- ii) Shri K. Chandrahas, IAS (Retired),  
**Address:** G-1, Reliance Homes, 8-2-547/R, Road No. 7, Banjara Hills,  
Hyderabad-500034  
**Email:** kchandrahas@yahoo.com

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

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

7.4 Both the parties accept that the Monitors have the right to access all the documents relating to the project/procurement, including minutes of meetings. Parties signing this Pact shall not approach the Courts while representing the matters to Independent External Monitors and he/she will await their decision in the matter.

7.5 As soon as the Monitor notices, or has reason to believe, a violation of this Pact, he will so inform the Authority designated by the BUYER.

7.6 The BIDDER(s) accepts that the Monitor has the right to access without restriction to all Project documentation of the BUYER including that provided by the BIDDER. The BIDDER will also grant the Monitor, upon his request and demonstration of a valid interest, unrestricted and unconditional access to his project documentation. The same is applicable to Subcontractors. The Monitor shall be under contractual obligation to treat the information and documents of the BIDDER/Subcontractor(s) with confidentiality.

7.7 The BUYER will provide to the Monitor sufficient information about all meetings among the parties related to the Project provided such meetings could have an impact on the contractual relations between the parties. The parties will offer to the Monitor the option to participate in such meetings.

7.8 The Monitor will submit a written report to the designated Authority of BUYER/Secretary in the Department/ within 8 to 10 weeks from the date of reference or intimation to him by the BUYER / BIDDER and, should the occasion arise, submit proposals for correcting problematic situations.

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

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

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

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

## **10. Other Legal Actions:**

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

## **11. Validity:**

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

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

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

For BUYER  
Name of the Officer.  
Designation  
Office / Department / Branch  
State Bank of India.

Witness:  
1.....  
2.....

For BIDDER  
Chief Executive Officer

Witness:  
1.....  
2.....

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

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

**ANNEXURE-XI****Financial Bid Format**

<b>Cost Item</b>	<b>Service</b>	<b>Unit</b>	<b>Rate (in ₹) (excluding GST)</b>	<b>Multiplier</b>	<b>Value</b>
1	Rate per bundle of 1000 pieces of notes (including all consumables, manpower, etc, but excluding charges for Shrink Wrapping) processed in Bank's premises on NSMs upto 100 bundles per day	Per Bundle		100	
2	Rate per bundle of 1000 pieces of notes (including all consumables, manpower, etc, but excluding charges for Shrink Wrapping) processed in Bank's premises on NSMs beyond 100 bundles per day	Per Bundle		100	
3	Rate per bundle for shrink wrapping (excluding GST)	Per Bundle		100	

**ANNEXURE-XII**

**CERTIFICATE**

(On letter head of the Company / Firm)

This is to certify that the service offered by the Company / Firm meets the minimum local content as prescribed by the Public Procurement (Preference to Make in India) Order No. P-45021/2/2017-B.E.-II dated 15<sup>th</sup> June 2017.

Place:

Signature:

Date:

Name &  
Designation  
Company Seal