



**REQUEST FOR PROPOSAL (RFP)
FOR
SELECTION OF VENDOR FOR PROVIDING RESOURCES FOR OUR CENTRALIZED
BACK OFFICE FOR FOREIGN OFFICES IN MUMBAI**

RFP NO: IBG/OIS/2/2021-22/03

Dated: 31.08.2021

**STATE BANK OF INDIA
OPERATIONS & INFORMATION SYSTEMS DEPT.
INTERNATIONAL BANKING GROUP
CORPORATE CENTRE, MUMBAI**

Part-1

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SCHEDULE OF EVENTS

| Sl No | Particulars | Remarks |
|--------------|---|--|
| 1 | Contact details of issuing department (Name, Designation, Mobile No., Email address for sending any kind of correspondence regarding this RFP) | Deputy General Manager (O&IS) International Banking Group 7 th Floor Corporate Centre, State Bank Bhavan, Madame Cama Road, Nariman Point, Mumbai -400021 Email : dgmois.ibg@sbi.co.in ois2.ibg@sbi.co.in cbofo1.ibg@sbi.co.in |
| 2 | Bid Document Availability including changes/amendments, if any to be issued | RFP may be downloaded from Bank's website https://www.sbi.co.in procurement news from 01.09.2021 to 09.09.2021. |
| 3 | Last date for requesting clarification | Up to 4:00 PM on 09.09.2021 All communications regarding points / queries requiring clarifications shall be given by e-mail and/or discussed during Pre Bid Meeting. |
| 4 | Pre - Bid Meeting at (venue) | From 04:00 PM to 05:00 PM on 15.09.2021 through Virtual Meeting over Microsoft Teams or Meeting Room at Corporate Centre Mumbai depending on prevailing situations. |
| 5 | Clarifications to queries raised at pre-Bid meeting will be provided by the Bank. | Either provided during meeting or if any issues remain unanswered or requiring opinion from our Law Dept clarifications will be provided later by mail before 20.09.2021 |
| 6 | Last date and time for Bid submission | Upto 5:00 PM on 23.09.2021 |
| 7 | Address for submission of Bids | The Deputy General Manager O&IS Dept IBG, Corporate Centre, 7 th Floor, State Bank Bhavan, Madam Cama Road, Mumbai -400021 |
| 8 | Date, Time, Location of opening of Bids | 04:00 PM on 24.09.2021 at International Banking Group 7 th Floor SBI Corporate Centre |

| | | | |
|-----------|--|---|--|
| | | Authorized representatives of vendors may be present during opening of the bids. The bank may at its sole discretion decide to open the bids through Virtual Meeting over Microsoft Teams/ through Virtual Conference after notice to the bidders. However, Bids would be opened even in the absence of any or all of the vendor representatives. | |
| 9 | Opening of Indicative Commercial Bids | On a subsequent date which will be communicated via email to such Bidders who qualify in the Technical Bid. | |
| 10 | Reverse Auction | 4.00 pm to 5.00 pm 04.10.2021 OR on a subsequent date which will be communicated to such bidders who qualify in the Technical Bid. | |
| 10 | Earnest Money Deposit | Rs. 2 Lacs | Validity period from the date of Bid opening: 90 days |
| 11 | Performance Bank Guarantee | None | |

1. INVITATION TO BID:

- i. **State Bank of India** (herein after referred to as '**SBI and/or Bank**'), is having its Corporate Centre at Nariman Point, Mumbai and various other offices (LHOs/ Head Offices /Zonal Offices/Global Link Services, Global IT Centre, etc. of State Bank of India, branches/other offices, located at various locations in India and abroad and managed by the Bank). This Request for Proposal (RFP) has been issued by the Bank for selection of vendor to supply resources for performing data entry related jobs and other related jobs as mentioned under Scope of work at their Centralized Bank office for Foreign offices located in Mumbai.
- ii. To meet the Services requirements, the Bank proposes to invite bids from eligible bidders to undertake and provide services as per details/**scope of work** mentioned in **Annexure-E** of this RFP document.
- iii. Bidder shall mean any entity (i.e. juristic person) who meets the **eligibility criteria given in Annexure-B** of this RFP and willing to provide the desired services and agree to all the terms and conditions contained in this document may submit their Bids with the information desired in this bidding document (Request for Proposal).
- iv. Address for submission of Bids, contact details including email address for sending communications are given in the Schedule of events section of this RFP document.
- v. The purpose of this RFP is to seek a detailed Technical and Commercial bid from Manpower resources providers from whom resources are proposed to be sourced to perform the maker functions in respect of the various jobs/activities pertaining to its Foreign Offices which would be performed at the Centralized Back Office for Foreign Offices. The List of the activities and the expected skill set required are mentioned separately in Scope of Work.
- vi. This document shall not be transferred, reproduced, or otherwise used for purposes other than for which it is specifically issued.
- vii. Interested Bidders are advised to go through the entire document before submission of Bids to avoid any chance of elimination. The eligible Bidders desirous of providing Services to SBI are invited to submit their technical and commercial bid in response to this RFP. The criteria and the actual process of evaluation of the responses to this RFP and subsequent selection of the successful Bidder will be entirely at Bank's discretion. This RFP seeks proposal from Bidders who have the necessary experience, capability & expertise to provide SBI the proposed Services fulfilling /adhering to Bank's requirements outlined in this RFP.

2. Disclaimer:

- i. The information contained in this RFP document or information provided subsequently to Bidder(s) whether verbally or in documentary form/email by or on behalf of State Bank of India (Bank), is subject to the terms and conditions set out in this RFP document.
- ii. This RFP is not an offer by State Bank of India, but an invitation to receive responses from the eligible Bidders. No contractual obligation whatsoever shall arise from the RFP process on part of the Bank unless and until a formal contract is signed and executed by duly authorized official(s) of State Bank of India with the selected Bidder.
- iii. The purpose of this RFP is to provide the Bidder(s) with information to assist preparation of their Bid proposals. This RFP does not claim to contain all the information each Bidder may require. Each Bidder should conduct its own investigations and analysis and should check the accuracy, reliability and completeness of the information contained in this RFP and where necessary obtain independent advices/clarifications. Bank may in its absolute discretion, but without being under any obligation to do so, update, amend or supplement the information in this RFP.
- iv. The Bank, its employees and advisors make no representation or warranty and shall have no liability to any person, including any Applicant or Bidder under any law, statute, rules or regulations or tort, principles of restitution or unjust enrichment or otherwise for any loss, damages, cost or expense which may arise from or be incurred or suffered on account of anything contained in this RFP or otherwise, including the accuracy, adequacy, correctness, completeness or reliability of the RFP and any assessment, assumption, statement or information contained therein or deemed to form or arising in any way for participation in this bidding process.
- v. The Bank also accepts no liability of any nature whether resulting from negligence or otherwise, howsoever caused arising from reliance of any Bidder upon the statements contained in this RFP.
- vi. The issue of this RFP does not imply that the Bank is bound to select a Bidder or engage an agency/agencies for the proposed services and the Bank reserves the right to reject all or any of the Bidders or Bids without assigning any reason whatsoever.
- vii. The Bidder is expected to examine all instructions, forms, terms and specifications in the bidding Document. Failure to furnish all information required by the bidding Document or to submit a Bid not substantially responsive to the bidding Document in all respect will be at the Bidder's risk and may result in rejection of the Bid.

3. Definitions:

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

- i. "Bank" 'and/or "SBI" means the State Bank of India constituted as per the State Bank of India Act, 1955 having its Corporate Centre at State Bank Bhavan, Madam Cama Road, Nariman Point, Mumbai and various other offices (LHOs/Head Offices/Administrative Offices/Regional Business

Offices/Global Link Services, Global IT Centre etc.) of State Bank of India, domestic and foreign branches/other offices, at various locations and managed by the Bank, acting through its Operations and Information Systems Department under International Banking Group 7th Floor at Corporate Centre, Mumbai.

- ii. “Agency/Agencies”, “Applicant”, “Bidder/ ” means an eligible entity/firm submitting their proposal for providing services to SBI in accordance with this RFP Bid in response to this RFP.
- iii. “Proposal” or “Bid” means the written reply or submission of response to this RFP.
- iv. “Contract/ Service Level Agreement/SLA” means the agreement entered in the format provided in Annexure –M and as approved by SBI (including all attachments and appendices thereto and all documents incorporated by reference therein) to executed between the Bank and the selected/successful bidder as per this RFP, for the services as per the terms and conditions approved by the SBI.
- v. “The Contract Price/Project Cost” means the price payable to the Vendor under the Contract for the full and proper performance of its contractual obligations every month which will be calculated based on the actual resources deployed during the month.
- vi. “Services/Assignment/job” means all services, scope of work and deliverables to be provided by a Bidder as described in the RFP and include provision of technical assistance, training, certifications, auditing and any other obligation of the Vendor covered under this RFP
- vii. “Day” means English calendar day.
- viii. “RFP” means this Request for Proposal issued by SBI for the hiring of resources to perform data entry operators functions at the Centralized Back Office for Foreign Offices set up in Mumbai in its entirety, inclusive of any addenda that may be issued by the Bank
- ix. “Selected Vendor/ Supplier/ Contractor/ Service Provider/ Selected Agency” is the successful Bidder found eligible as per eligibility criteria set out in this RFP, whose technical Bid and commercial bid has been accepted and who has emerged as the Successful Bidder(s) as per the selection criteria set out in the RFP and to whom notification of award has been given by Bank.

4. Overview:

4.1 State Bank of India (hereafter called “Bank”) is the largest Bank in the country in terms of Deposits, Advances, Profit, No of Customers and Banking outlets. It has a network of over 22219 branches across India. Bank also has presence in 31 countries across the globe with about 229 points of presence as of March 2021. The Bank offers a wide range of products and services to both Corporate and Retail customers. The Bank also has one of the largest networks of more than 62617 ATMs& ADWMs CDMs & Recyclers spread across geographical locations. Bank also provides services to its customers through alternate channels such as SBI YONO, Internet Banking, Debit Cards, Mobile Banking etc. With a legacy of over 200 years, State Bank of India is an Indian Multinational Public Sector and Financial Services Statutory Body. The State Bank is the only Indian bank to rank among the top 50 banks in the world. The branches offer many services, including corporate lending, merchant banking, investments in Bonds and Securities, handling Letter of Credit and Guarantees, short-term financing, remittances and retail banking. Back Office activities include reconciliation (Nostro reconciliation), Trade Finance, Treasury back-office

operations, Retail Operations (account opening and maintenance, processing of ATM cards etc.), MIS reports and reporting among others. To further expand its reach, Bank is also forging ahead with cutting edge technologies and innovative new banking models.

4.2 SBI is an iconic and hugely trusted brand. In its effort to strengthen customer affinity and enhance customer experiences, SBI has won many accolades of national and international repute for its products, services, technology and also as brand. SBI has, in the recent past innovated a slew of digital offerings targeted not just at the youth, but across the demographic spectrum, both in rural and urban India. With such innovations and improvements, SBI aspires to give an impetus to its marketing efforts to develop a highly favorable brand perception from what it is today, in the process, endeavor to become the preferred choice of customers when it comes to fulfilling their needs.

4.3 The Bank has currently set up their Centralized Back Office Centre for its Foreign Offices at one of their own premises in Mumbai from where some of the back-office functions of its Foreign Offices will be performed /undertaken with an eye on

- Using a contemporary product for all potential back-office processes and offshore operations
- Having a uniform, streamlined workflows and processes
- Carrying out the operations in a time sensitive and efficient manner
- Bringing about cost efficiency in operations
- Integrate Back Office operations seamlessly with the existing Finacle Core Banking/Treasury solutions installed at Foreign Offices.

4.4 The Proposal/bids will be the basis for a formally signed Contract with the selected Agency.

4.5 Agencies shall bear all costs associated with the preparation and submission of their bids. SBI is not bound to accept any or all proposals/bids and reserves the right to annul the selection process altogether at its sole discretion without assigning any reason(s), at any stage of the RFP process without incurring any liability or obligations on the Bank. SBI also reserves the right to re-issue the RFP, if the Bank decides so.

4.6 SBI may in its sole discretion, but without being under any obligation to do so, update, amend, clarify or supplement the information in this RFP document. SBI also reserves the right to not shortlist or appoint any or all Agency in respect of the services under this RFP without assigning any reasons, whatsoever. SBI also reserves the right to appoint more than one agency as reserve in case the service provider who had been allotted the contract is unable to fulfill/meet any of the terms and conditions.

5. Purpose of Engagement:

5.1 SBI is looking to engage the services of a Manpower supply vendor for a period of five (5) years for providing resources for performing the jobs detailed in Annexure E at their Centralized Back Office Centre for Foreign Offices in Mumbai. The DR Site/Parallel Back Office Centre with limited staff is proposed to be set up in Bengaluru and few resources would be required to work in

Bengaluru Centre. The vendor so interested in bidding should also be in a position to provide resources for the Bengaluru Office as and when it is set up.

6. Scope of Work:

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

7. Eligibility and Technical Criteria:

- i. Bid is open to all Bidders who meet the eligibility and technical criteria as given in **Annexure-B & Annexure-C** of this RFP. The Bidders must submit the documents substantiating eligibility criteria as mentioned in this RFP document.
- ii. No bidder or its Associate shall submit more than one Bid for the RFP. A Bidder applying individually or as an Associate shall not be entitled to submit another Bid either individually or through Associates, as the case may be.
- iii. Any bidder from a country which shares a land border with India will be eligible to bid in this RFP only if the bidder is registered with Bidder for the purpose of this RFP (including the term 'Agency', 'Service Provider', 'tenderer', 'consultant', or 'service provider) means any firm or person or company, including any member of a consortium or joint venture, every artificial juridical person not falling in any of the descriptions stated hereinbefore, including any agency Branch or office controlled by such person, participating in a bidding process. Bidder from a country which shares a land border with India" for the purpose of this RFP means:
 - a) An entity incorporated, established, or registered in such a country; or
 - b) A subsidiary of an entity incorporated, established, or registered in such a country or
 - c) An entity substantially controlled through entities incorporated, established or registered in such a country or
 - d) An entity whose beneficial owner is situated in such a country or
 - e) An Indian agent of such an entity or
 - f) A natural person who is a citizen of such a country or
 - g) A consortium or joint venture where any member of the consortium or joint venture falls under any of the above
- iv. The beneficial owner for the purpose of iv(d) above will be as under:
 - a. In case of a company or limited liability partnership, the beneficial owner is the natural person(s) who, whether acting alone or together, or through one or more judicial person, has a controlling ownership interest or who exercises control through Controlling ownership interest" means ownership of or entitlement to more than twenty five percent of shares or capital or profits of the company. Control shall include the right to appoint majority of the directors or to control the management or policy decisions including by virtue of their shareholdings or management rights or shareholders agreements or voting agreements.

- b. In case of a partnership firm, the beneficial owner is the natural person(s) who, whether acting alone or together, or through one or more juridical person, has ownership of entitlement to more than fifteen percent of capital or profits of the partnership.
- c. In case of an unincorporated association or body of individuals, the beneficial owner is the natural person(s), who whether acting alone or together, or through one or more juridical person, has ownership of or entitlement to more than fifteen percent of the property or capital or profits of such association or body of individuals.
- d. Where no natural person is identified under para v. above, the beneficial owner is the relevant natural person who holds the position of senior managing official
- e. In case of a trust, the identification of beneficial owner(s) shall include identification of the author of the trust, the trustee, the beneficiaries with fifteen percent or more interest in the trust and any other natural person exercising ultimate effective control over the trust through a chain of control or ownership.

An agent for the purpose of para iv(e) above, is a person employed to do any act for another, or to represent another in dealings with third person.

- v. Micro & Small Enterprises (MSE) registered under MSMED Act, 2006 and start-ups will be eligible for concessions as per applicable Government of India guidelines.

8. Cost of Bid document:

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

9 Clarification and amendments on RFP/Pre-Bid Meeting

- i. Bidder requiring any clarification of the bidding Document may notify the Bank in writing **strictly as per the format given in Annexure-H** at the address/by e-mail given in the Schedule of events section of this document within the date/time mentioned therein.
- ii. A pre-Bid meeting will be held on the date and time specified in the schedule of events which may be attended by the authorized representatives of the Bidders interested to respond to this RFP.

Bidders may request clarifications on any clause of the RFP document at the pre-bid meeting. Any such request for clarification must be sent via email to ois2.ibg@sbi.co.in & cbofo1.ibg@sbi.co.in with a copy marked to dgmois.ibg@sbi.co.in before the stipulated date. All such queries by e-mail should be received strictly in the suggested template (**Annexure H**), on or before the time stipulated for the said purpose in the Time Schedule for RFP process. SBI shall clarify all such queries in the pre-bid meeting or may choose to reply by e-mail to individual

queries. However, it may be noted that non-receipt of reply to the queries raised by an interested entity shall not be accepted as a valid reason for non-submission of offer or delayed submission. Similarly, non-reply to any query may not be deemed as an acceptance of the issue by the Bank. Should SBI deem it necessary to amend the RFP because of a clarification or otherwise, it shall do so following the procedure under para iv below.

- iii. The queries received (without identifying source of query) and response of the Bank thereof will be posted on the Bank's website or conveyed to the Bidders.
- iv. SBI reserves the right to amend, rescind or reissue the RFP, at any time prior to the deadline for submission of Bids. The Bank, for any reason, whether, on its own initiative or in response to a clarification requested by a prospective Bidder, may modify the bidding Document, by amendment which will be made available to the Bidders by way of corrigendum/addendum. The interested parties/Bidders are advised to check the Bank's website regularly till the date of submission of Bid document specified in the schedule of events/email and ensure that clarifications / amendments issued by the Bank, if any, have been taken into consideration before submitting the Bid. Such amendments/clarifications, if any, issued by the Bank will be binding on the participating Bidders. Bank will not take any responsibility for any such omissions by the Bidder. SBI, at its own discretion, may extend the deadline for submission of Bids in order to allow prospective Bidders a reasonable time to prepare the Bid, for taking the amendment into account. SBI also reserves the right to rescind or reissue the RFP. Nothing in this RFP or any addenda/corrigenda or clarifications issued in connection thereto is intended to relieve Bidders from forming their own opinions and conclusions in respect of the matters addresses in this RFP or any addenda/corrigenda or clarifications issued in connection thereto.
- v. No request for change in commercial/legal terms and conditions, other than what has been mentioned in the RFP or any addenda/corrigenda or clarifications issued in connection thereto, will be entertained and queries in this regard, therefore will not be entertained.
- vi. Queries received after the scheduled date and time will not be responded/acted upon.

10. Contents of Bid documents:

- i. The Bidder must thoroughly study/analyze and properly understand the contents of this RFP document, its meaning and impact of the information contained therein.
- ii. Failure to furnish all information required in the bidding document or submission of Bid not responsive to the bidding documents in any respect will be at the Bidder's risk and responsibility and the same may finally result in rejection of its Bid. SBI has made considerable effort to ensure that accurate information is contained in this RFP and is supplied solely as guidelines for Bidders.
- iii. Nothing in this RFP or any addenda/corrigenda or clarifications issued in connection thereto, is intended to relieve Bidders from forming their own opinions and conclusions in respect of the matters contained in this RFP and/or any addenda/corrigenda or clarifications issued in connection thereto.

- iv. The Bid prepared by the Bidder, as well as all correspondences and documents relating to the Bid exchanged by the Bidder and the Bank and supporting documents and printed literature shall be submitted in English.
- v. The information provided by the Bidders in response to this RFP will become the property of SBI and will not be returned. Incomplete information in Bid document may lead to non-consideration of the proposal.

11. Earnest Money Deposit (EMD):

- i. The Bidder shall furnish EMD for the amount and validity period mentioned in the Schedule of events section of this document.
- ii. EMD is required to protect the Bank against the risk of Bidder's conduct.
- iii. The EMD may be in the form of a Demand Draft or Pay Order issued by a Scheduled Commercial Bank in India, other than State Bank of India, drawn in favour of State Bank of India payable at Mumbai. In case, SBI is the sole Banker for the Bidder, a Letter of Comfort from SBI would be acceptable.
- iv. Any Bid not accompanied by EMD for the specified amount as mentioned elsewhere in the RFP will be rejected as non-responsive.
- v. The EMD of the unsuccessful Bidders shall be returned within 2 weeks from the date of Bid finalisation.
- vi. No interest is payable on EMD.
- vii. The EMD may be forfeited: -
 - a) if a Bidder withdraws his Bid during the period of Bid validity specified in this RFP; or
 - b) if a Bidder makes any statement or encloses any form which turns out to be false / incorrect at any time prior to signing of Contract; or
- viii. If EMD is forfeited for any reasons mentioned above, the concerned Bidder may be debarred from participating in the RFPs floated by the Bank/this department, in future, as per sole discretion of the Bank.

12. Bid Preparation and submission:

- i. The Bid is to be submitted in two separate envelopes. One of the envelope is to be prominently marked as **'Technical Proposal for Hiring of Service Provider for providing resources in the form of data entry operators, Team leader, trainer cum Quality control personnel and personnel to perform Trade Finance related jobs for the Centralized Back Office for Foreign Offices Centre in Mumbai in response to the RFP No IBG/OIS/2/2021-22/03 dated 31.08.2021.'** This envelope should contain following documents and properly sealed:
 - (a) Bid covering letter/Bid form on the lines of **Annexure-A** on Bidder's letter head.
 - (b) Earnest Money Deposit (EMD) as specified in this RFP.
 - (c) All other annexures as attached in RFP.
 - (d) A letter on Bidder's letter head: -
 - (i) Mentioning details of EMD submitted technical competence and experience of the Bidder
 - (ii) Certifying that the period of the validity of the Bid is as per terms of this RFP.

- (iii) Confirming that the Bidder has quoted for all the items/Services mentioned in this RFP in their commercial Bid.
- (iv) Confirming that they agree with all the terms and conditions mentioned in the RFP.
- (v) Specific response with supporting documents in respect of Eligibility Criteria as mentioned in **Annexure-B** and technical eligibility criteria on the lines of **Annexure-C**.
- (e) Bidder's details as per Annexure-D on Bidder's letter head.
- (f) Any deviations sought from technical criteria/specifications given in RFP.
- (g) Audited balance sheets and profit and loss account statement for last three years.
- (h) A copy of board resolution or power of attorney showing that the signatory has been duly authorized to sign the Bid document.

A second sealed envelope prominently marked as **Indicative Price bid/Proposal for Hiring of Service Provider for providing resources in the form of data entry operators, team leader, trainer cum quality control personnel and personnel for Trade Finance related jobs for the Centralized Back Office for Foreign Offices Centre in Mumbai in response to the RFP No. IBG/OIS/2/2021-22/03 dated 31.08.2021. This envelope should contain only Indicative price Bid strictly on the lines of Annexure-F.** The Price must include all the price components mentioned. Prices are to be quoted in Indian Rupees only.

- ii. Bidders may please note:
 - a. The Bidder should quote for the entire package on a single responsibility basis for Services it proposes to provide.
 - b. While submitting the Technical Bid, literature on the Services should be segregated and kept together in one section / lot in a separate envelope.
 - c. Care should be taken that the Technical Bid shall not contain any price information. Such proposal, if received, will be rejected.
 - d. The Bid document shall be complete in accordance with various clauses of the RFP document or any addenda/corrigenda or clarifications issued in connection thereto, duly signed by the authorized representative of the Bidder and stamped with the official stamp of the Bidder. Board resolution authorizing representative to Bid and make commitments on behalf of the Bidder is to be attached.
 - e. Bids are liable to be rejected if only one (i.e. Technical Bid or Price Bid) is received.
 - f. Prices quoted by the Bidder shall remain fixed for the first two years and shall not be subjected to any variation on any account.. The bidder to indicate the mark up in the prices in percentage terms from the third year to the fifth year **A Bid submitted with an adjustable price quotation will be treated as non-responsive and will be rejected.**
 - g. If deemed necessary, the Bank may seek clarifications on any aspect from the Bidder. However, that would not entitle the Bidder to change or cause any change in the substances of the Bid already submitted or the price quoted.
 - h. The Bidder may also be asked to give presentation for the purpose of clarification of the Bid.
 - i. The Bidder must provide specific and factual replies to the points raised in the RFP.
 - j. The Bid shall be typed or written in indelible ink and shall be signed by the Bidder or a person or persons duly authorized to bind the Bidder to the Contract.

- k. All the enclosures (Bid submission) shall be serially numbered with rubber stamp of the participating Bidder. The person or persons signing the Bids shall initial all pages of the Bids, except for un-amended printed literature.
- l. Any inter-lineation, erasures or overwriting shall be valid **only** if these are initialled by the person signing the Bids.
- m. The Bank reserves the right to reject Bids not conforming to above.
- n. The two NON-WINDOW envelopes shall be put together and sealed in an outer NON- WINDOW envelope.
- o. All the envelopes shall be addressed to the Bank and deliver at the address given in Part-II of this RFP and should have name and address of the Bidder on the cover.
- p. If the envelope is not sealed and marked, the Bank will assume no responsibility for the Bid's misplacement or its premature opening.

13. Deadline for Submission of Bids:

- a. Bids must be received by the Bank at the address specified and by the date and time mentioned in the "Schedule of Events" section of this RFP.
- b. In the event of the specified date for submission of Bids being declared a holiday for the Bank, the Bids will be received up to the appointed time on the next working day.
- c. In case the Bank extends the scheduled date of submission of Bid document, the Bids shall be submitted by the time and date rescheduled. All rights and obligations of the Bank and Bidders will remain the same.
- d. Any Bid received after the deadline for submission of Bids prescribed, will be rejected and returned unopened to the Bidder.

14. Modification and Withdrawal of Bids:

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

15. Period of Validity of Bids:

- a. Bids shall remain valid for 180 days from the date of last date of bid submission. A Bid valid for a shorter period is liable to be rejected by the Bank as non-responsive.
- b. In exceptional circumstances, the Bank may solicit the Bidders' consent to an extension of the period of validity. The request and the responses thereto shall be made in writing. A Bidder is free to refuse the request. However, in such case, the Bank will not forfeit its EMD. However, any extension of validity of Bids will not entitle the Bidder to revise/modify the Bid document.

- c. The Bank reserves the right to call for fresh quotes at any time during the Bid validity period, if considered, necessary.
- d. Once Offer letter/Letter of Intent is issued by the Bank, the said price will remain fixed and shall not be subjected to variation on any account, including exchange rate fluctuations, if applicable. A Bid submitted with an adjustable price quotation will be treated as non-responsive and will be rejected.

16. Bid integrity:

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

17. Bidding process/Opening of Technical Bids:

- i. All the technical Bids received up to the specified time and date will be opened for initial evaluation on the time and date mentioned in the schedule of events available in part II of this document. The technical Bids will be opened in the presence of representatives of the Bidders who choose to attend the same. However, Bids may be opened even in the absence of representatives of one or more of the Bidders. The Bank may, at its sole discretion decide to open the bid in the virtual presence of the representative of the bidders.
- ii. In the first stage, only technical Bid will be opened and evaluated. Proposals of such Bidders satisfying eligibility criteria and agree to comply with all the terms and conditions specified in the RFP will be evaluated for technical criteria/specifications/eligibility. Only those Bids complied with technical criteria shall become eligible for commercial Bid opening and further RFP evaluation process.
- iii. The Bank will examine the Bids to determine whether they are complete, required formats have been furnished, the documents have been properly signed, EMD for the desired amount and validity period is available and the Bids are generally in order. The Bank may, at its discretion waive any minor non-conformity or irregularity in a Bid which does not constitute a material deviation.
- iv. Prior to the detailed evaluation, the Bank will determine the responsiveness of each Bid to the bidding Document. For purposes of these Clauses, a responsive Bid is one, which conforms to all the terms and conditions of the bidding Document in toto, without any deviation.
- v. The Bank's determination of a Bid's responsiveness will be based on the contents of the Bid itself, without recourse to extrinsic evidence.
- vi. After opening of the technical Bids and preliminary evaluation, some or all the Bidders may be asked to make presentations on the service proposed to be offered by them. Date and time will be advised separately. This presentation will be between 27th of Sept to 3rd October 2021.
- vii. If a Bid is not responsive, it will be rejected by the Bank and will not subsequently be made responsive by the Bidder by correction of the non-conformity.

18. Technical Evaluation:

Technical evaluation of only those bids will be carried out which are prima facie found to be responsive and where all the required papers and EMD, Affidavits etc. have been furnished. Before technical evaluation, the bank will examine the bids to determine whether they are complete, whether any computational errors have been made, whether required information have been provided as underlined in the bid document, whether the documents have been properly signed, and whether bids are generally in order.

- i. Technical evaluation will include information submitted as per technical Bid format. The Bidder may highlight the noteworthy/superior features of their Services. The Bidder will demonstrate/substantiate all claims made in the technical Bid to the satisfaction of the Bank, the capability of the Services to support all the required functionalities at their cost.
- ii. During evaluation and comparison of Bids, the Bank may, at its discretion ask the
- iii. Bidders for clarification on the Bids received. The request for clarification shall be in writing/email and no change in prices or substance of the Bid shall be sought, offered or permitted. No post Bid clarification at the initiative of the Bidder shall be entertained.

19. Evaluation of Price Bids and Finalization:

- i. Marks will be awarded to the bidders as per the **Annexure C & G**.
- ii. The bidders who score at least 70 marks out of 100 marks in the Technical evaluation, shall be shortlisted for presentation.
- iii. The commercial bid of only the bidders, who score a minimum of 70 marks out of 100 in the Technical evaluation will be opened.
- iv. The final score of the bidders will be awarded based on the Techno Commercial evaluation as per **Annexure G**.
- v. The Bidder with the highest score based on the Techno Commercial evaluation will be selected.
- vi. The successful Bidder is required to provide price confirmation and price breakup strictly on the lines of **Annexure-F** within 48 hours of conclusion of the evaluation process, failing which Bank may take appropriate action including rejection of the Bid and awarding the work to other bidders, as well as debarring the said bidder from participating in further RFP's/Tenders of the Bank.

20. Contacting the Bank:

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

21. Award Criteria:

- i. Bank will notify successful Bidder in writing by letter or email that its Bid has been accepted. The Selected Bidder must return the duplicate copy of the same to the Bank within 7 working days, duly Accepted, Stamped and Signed by Authorized Signatory in token of acceptance.

- ii. The successful Bidder will have to submit Non-disclosure Agreement as per **Annexure -I**
- iii. Copy of board resolution or power of attorney showing that the signatory has been duly authorized to sign the acceptance letter, contract and NDA should be submitted.
- iv. The notification of award will constitute the formation of the Contract.
- v. The successful Bidder shall be required to enter into a contract/ SLA with the Bank, within 45 days of award of the tender or within such extended period as may be decided by the Bank. The sample of the draft SLA is attached as Annexure. The Bank reserves the right to include additional conditions/clauses in the final SLA or delete those which may not be relevant to this assignment with the successful bidder.
- vi. Until the execution of a formal contract, the Bid document, together with the Bank's notification of award and the vendor's acceptance thereof, would constitute a binding contract between the Bank and the successful Bidder.
- vii. The contract/ agreement will be based on Bidder's offer document with all its enclosures, modifications arising out of negotiation /clarifications etc and will include SLA, project plan – phases & milestones and schedule, copies of all necessary documents, licenses, certifications etc
- viii. The Bank reserves the right to stipulate, at the time of finalization of the contract, any other document(s) to be enclosed as a part of the final contract.
- ix. Failure of the successful Bidder to comply with the requirements/terms and conditions of this RFP shall constitute sufficient grounds for the annulment of the award and forfeiture of the EMD.
- x. Upon notification of award to the successful Bidder, the Bank will promptly notify the award of contract to the successful Bidder on the Bank's website. The EMD of each unsuccessful Bidder will be discharged and returned.
- xi. Bank does not commit to accept the lowest bid or any bid. Bank shall be under no obligation to accept the lowest price bid or any other offer received in response to their RFP. Bank will not be obliged to meet and have discussions with any bidder/and or to listen to any representations in respect of rejections.

22. Powers to Vary or Omit Work:

- i. No alterations, amendments, omissions, additions, suspensions or variations of the work (hereinafter referred to as variation) under the contract shall be made by the successful Bidder except as directed in writing by Bank. The Bank shall have full powers, subject to the provision herein after contained, from time to time during the execution of the contract, by notice in writing to instruct the successful Bidder to make any variation without prejudice to the contract. The finally selected Bidder shall carry out such variation and be bound by the same conditions as far as applicable as though the said variations occurred in the contract documents. If any, suggested variations would, in the opinion of the finally selected Bidder, if carried out, prevent him from fulfilling any of his obligations under the contract, he shall notify Bank thereof in writing with reasons for holding such opinion and Bank shall instruct the successful Bidder to make such other modified variation without prejudice to the contract. The finally selected Bidder shall carry out such variation and be bound by the same conditions as far as applicable as though the said variations occurred in the contract documents. If the Bank confirms its instructions, the successful Bidder's obligations shall be modified to such an extent as may be mutually agreed, if such variation is substantial and involves considerable extra cost. Any agreed difference in cost occasioned by such variation shall be added to or deducted from the contract price as the case may be.

- ii. In any case in which the successful Bidder has received instructions from the Bank as to the requirements for carrying out the altered or additional substituted work which either then or later on, will in the opinion of the finally selected Bidders, involve a claim for additional payments, such additional payments shall be mutually agreed in line with the terms and conditions of the order.
- iii. If any change in the work is likely to result in reduction in cost, the parties shall agree in writing so as to the extent of change in contract price, before the finally selected Bidder(s) proceeds with the change. In all the above cases, in the event of a disagreement as to the reasonableness of the said sum, the decision of the Bank shall prevail.

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

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

24. Contract Amendments:

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

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

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

26. Right to Verification:

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

27. Cost of Services:

- i. The rates required to be quoted would be for the following categories of resources
 - a) Associates/Data Entry Operators
 - b) Support staff in the form of Team Leader (One Post)

- c) Trainer cum Quality Trainer (Single Post)
- d) Associates with specific skill sets to take care of activities like Trade Finance, Credit administration, Nostro Reconciliation and Swift operations background.
- ii. Other charges that would be applicable like Management fee, Recruitment fees etc
- iii. The applicable TDS or any such statutory dues as applicable will be deducted at the time of payment of invoices.
- iv. Terms of payment are given in Part-II of this RFP document.
- v. Prices payable to the Vendor as stated in the Contract shall be firm and not subject to adjustment during performance of the Contract, irrespective of reasons whatsoever. The Outsourcing agreement is proposed to be entered for a period of five years. The prices are to be quoted for 1st year to fifth year. The Management fee, the Recruitment fees for the five years (from 1st to 5th) should also be indicated. The average Annual contract value costs for the five-year period for the initial number of resources sought to be hired will be the basis of according the financial bid marks.

28. Right to Audit:

- i. The Selected Bidder (Service Provider) must get itself annually audited by internal/ external Auditors.
- ii. Service Provider shall, whenever required by the Bank and its Foreign Offices, furnish all relevant information, records/data to such auditors and/or inspecting officials of the Bank/Reserve Bank of India and or any regulatory authority. (Domestic/Foreign).

29. Subcontracting:

- i. As per scope of the RFP, subcontracting is prohibited unless, the same is specifically permitted by the Bank, in view of a request in this regard being made by the Vendor.
- ii. In case if the remote possibility of subcontracting being permitted by the Bank, the contracting vendor will be responsible for all the services provided to the Bank regardless of which entity is conducting the operations. The contracting vendor is also responsible for ensuring that the subcontractor comply with all security requirements of the contract and the Bank can obtain independent audit report for the same. In such a case, the Bidder shall provide subcontracting details to the Bank and if require, Bank may evaluate the same.

30. Validity of Agreement:

The Agreement/ SLA will be valid for the period of five years commencing 1st November 2021 to 31st October 2026. The Bank however reserves the right to terminate the Agreement as per the terms of RFP/Agreement.

31. Limitation of liability:

- i. Service provider will ensure Bank's data confidentiality and shall be responsible for liability arising in case of breach of any kind of security and/or leakage of confidential customer/Bank's related information to the extent of loss so caused.

32. Confidentiality:

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

33. Delay in the Service provider's Performance:

- i. Services shall be made by the service provider within the timelines prescribed in Part II of this document.

34. Obligations of the selected agency (Successful Bidder):

- i. The service provider is responsible for and obliged to conduct all contracted activities in accordance with the contract using state-of-the-art methods and economic principles and exercising all means available to achieve the performance specified in the Contract.
- ii. The service provider is obliged to work closely with the Bank's staff, act within its own authority and abide by directives issued by the Bank from time to time and complete implementation activities.
- iii. The service provider will abide by the job safety measures prevalent in India and will free the Bank from all demands or responsibilities arising from accidents or loss of life, the cause of

which is the Vendor's negligence. The Vendor will pay all indemnities arising from such incidents and will not hold the Bank responsible or obligated.

- iv. The service provider is responsible for managing the activities of its personnel or sub-contracted personnel (where permitted) and will hold itself responsible for any misdemeanors.
- v. The service provider shall treat as confidential all data and information about SBI, obtained in the process of executing its responsibilities, in strict confidence and will not reveal such information to any other party without prior written approval of the Bank as explained under 'Non-Disclosure Agreement' in *Annexure-I* of this document.
- vi. The Service Provider undertakes that it will comply with all of Bank's policies and procedures, as set out in the Operational documents. The Service Provider should be agreeable to work in shifts, as and when, required by the Bank.

35. Patent Rights/Intellectual Property Rights:

- i. For any licensed software used by the finally selected service provider for performing services for the Bank, the service provider shall have the right as well as the right to license for the outsourced services. Any license or IPR violation on the part of service provider/ Subcontractor should not put the Bank at risk. The Bank reserves the right to audit the license usage of the Vendor. IPR of the vendor at all times should be compliant with all laws and free from all infringement and encumbrances.
- ii. The service provider shall, at its own expenses without any limitation, defend and indemnify the Bank against all third-party claims or infringements of Intellectual Property Rights including patent, trademark, copyright, trade secret etc.
- iii. The service provider shall expeditiously extinguish any such claims and shall have full rights to defend itself there from. If the Bank is required to pay compensation to a third party resulting from such infringement(s), the service provider shall be fully responsible therefore, including all expenses and court and legal fees.
- iv. The Bank will give notice to the service provider of any such claim without delay, provide reasonable assistance to the Vendor in disposing of the claim, and shall at no time admit to any liability for or express any intent to settle the claim.

36. Liquidated Damages:

If the service provider fails to deliver the desired number of resources in a timely manner or does not perform any or all the services within the stipulated time schedule, the Bank may, without prejudice to its other remedies under the Contract, and unless otherwise extension of time is agreed upon without the application of Liquidated Damages, deduct from the Contract Price, as liquidated damages a sum equivalent to 5% of the monthly billing amount for delay of each week or part thereof subject to a maximum of 25% of the total monthly billing in a single instance. Once the maximum deduction is reached, the Bank may consider termination of the Contract. This Liquidated damage will be over and above the penalties as listed elsewhere in the RFP.

37. Conflict of Interest:

- i. Bidder shall not have a conflict of interest (the “Conflict of Interest”) that affects the bidding Process. Any Bidder found to have a Conflict of Interest shall be disqualified. In the event of disqualification, the Bank shall be entitled to forfeit and appropriate the Bid Security and/or Performance Security (Bank Guarantee), as the case may be, as mutually agreed upon genuine estimated loss and damage likely to be suffered and incurred by the Bank and not by way of penalty for, inter alia, the time, cost and effort of the Bank, including consideration of such Bidder’s proposal (the “Damages”), without prejudice to any other right or remedy that may be available to the Bank under the bidding Documents and/ or the Agreement or otherwise. It is further clarified that:
 - (a) Bidder shall not receive any remuneration in connection with the assignment except as provided in the Contract.
 - (b) Bidder shall provide professional, objective and impartial advice and at all times hold the Bank’s interest’s paramount, strictly avoiding conflicts with other assignment(s)/job(s) or their own corporate interests, and act without any expectation/ consideration for award of any future assignment(s) from the Bank. Bidder shall avoid any conflict of interest while discharging contractual obligations and bring, before-hand, any possible instance of conflict of interest to the knowledge of the Bank, while rendering Services under the Agreement.
- ii. Without limiting the generality of the above, a Bidder shall be deemed to have a Conflict of Interest affecting the bidding Process, if:
 - (a) the Bidder, its Member or Associate (or any constituent thereof) and any other Bidder, its Member or any Associate thereof (or any constituent thereof) have common controlling shareholders or other ownership interest; provided that this disqualification shall not apply in cases where the direct or indirect shareholding of a Bidder, its Member or an Associate thereof (or any shareholder thereof having a shareholding of more than 5% (five per cent) of the paid up and subscribed share capital of such Bidder, Member or Associate, as the case may be) in the other Bidder, its Member or Associate, has less than 5% (five per cent) of the subscribed and paid up equity share capital thereof; provided further that this disqualification shall not apply to any ownership by a bank, insurance company, pension fund or a public financial institution referred to in section 2(72) of the Companies Act, 2013. For the purposes of this Clause, indirect shareholding held through one or more intermediate persons shall be computed as follows: (aa) where any intermediary is controlled by a person through management control or otherwise, the entire shareholding held by such controlled intermediary in any other person (the “Subject Person”) shall be taken into account for computing the shareholding of such controlling person in the Subject Person; and (bb) subject always to sub-clause (aa) above, where a person does not exercise control over an intermediary, which has shareholding in the Subject Person, the computation of indirect

shareholding of such person in the Subject Person shall be undertaken on a proportionate basis; provided, however, that no such shareholding shall be reckoned under this sub-clause (bb) if the shareholding of such person in the intermediary is less than 26% of the subscribed and paid up equity shareholding of such intermediary; or

- (b) a constituent of such Bidder is also a constituent of another Bidder; or
 - (c) such Bidder, its Member or any Associate thereof receives or has received any direct or indirect subsidy, grant, concessional loan or subordinated debt from any other Bidder, its Member or Associate, or has provided any such subsidy, grant, concessional loan or subordinated debt to any other Bidder, its Member or any Associate thereof; or
 - (d) such Bidder has the same legal representative for purposes of this Bid as any other Bidder; or
 - (e) such Bidder, or any Associate thereof, has a relationship with another Bidder, or any Associate thereof, directly or through common third party/ parties, that puts either or both of them in a position to have access to each other's information about, or to influence the Bid of either or each other; or
 - (f) there is a conflict among the proposed project and other consulting assignments of the Bidder (including its personnel and Sub-consultant) and any subsidiaries or entities controlled by such Bidder or having common controlling shareholders. The duties of the Bidder will depend on the circumstances of each case. While providing consultancy services to the Bank for this particular assignment, Bidder shall not take up any assignment that by its nature will result in conflict with the present assignment; or
 - (g) a Bidder who has been engaged by the Bank to provide goods or works or services for a project, and its Members or Associates, will be disqualified from providing consulting services for the same project save and except as provided herein; conversely, a firm hired to provide consulting services for the preparation or implementation of a project, and its Members or Associates, will be disqualified from subsequently providing goods or works or services related to the same project.
- iii. For the purposes of this RFP, Associate means, in relation to the Bidder, a person who controls, is controlled by, or is under the common control with such Bidder (the "Associate"). As used in this definition, the expression "control" means, with respect to a person which is a company or corporation, the ownership, directly or indirectly, of more than 50% (fifty per cent) of the voting shares of such person, and with respect to a person which is not a company or corporation, the power to direct the management and policies of such person by operation of law or by contract.
- iv. A Bidder eventually appointed to provide consultancy services for this Project, and its Associates, shall be disqualified from subsequently providing goods or works or services related to the Project and any breach of this obligation shall be construed as Conflict of Interest; provided that the restriction herein shall not apply after a period of 5 (five) years from the completion of this assignment or to consulting assignments granted by the Bank at any time; provided further that this restriction shall not apply to consultancy/ advisory services performed for the Bank in continuation of this Consultancy or to any subsequent consultancy/ advisory services performed

for the Bank in accordance with the respective RFP or proposals.

38. CODE OF INTEGRITY AND DEBARMENT/BANNING:

- i. The Bidder and their respective officers, employees, agents and advisers shall observe the highest standard of ethics during the bidding Process. Notwithstanding anything to the contrary contained herein, the Bank shall reject Bid without being liable in any manner whatsoever to the Bidder if it determines that the Bidder has, directly or indirectly or through an agent, engaged in corrupt/fraudulent/coercive/undesirable or restrictive practices in the bidding Process.
- ii. Bidders are obliged under code of integrity to Suo-moto proactively declare any conflicts of interest (pre-existing or as and as soon as these arise at any stage) in RFP process or execution of contract. Failure to do so would amount to violation of this code of integrity.
- iii. Any Bidder needs to declare any previous transgressions of such a code of integrity with any entity in any country during the last three years or of being debarred by any other procuring entity. Failure to do so would amount to violation of this code of integrity.
- iv. For the purposes of this clause, the following terms shall have the meaning hereinafter, respectively assigned to them:
 - (a) “**corrupt practice**” means making offers, solicitation or acceptance of bribe, rewards or gifts or any material benefit, in exchange for an unfair advantage in the procurement process or to otherwise influence the procurement process or contract execution.
 - (b) “**Fraudulent practice**” means any omission or misrepresentation that may mislead or attempt to mislead so that financial or other benefits may be obtained or an obligation avoided. This includes making false declaration or providing false information for participation in a RFP process or to secure a contract or in execution of the contract;
 - (c) “**Coercive practice**” means harming or threatening to harm, persons or their property to influence their participation in the procurement process or affect the execution of a contract;
 - (d) “**Anti-competitive practice**” means any collusion, bid rigging or anti-competitive arrangement, or any other practice coming under the purview of the Competition Act, 2002, between two or more bidders, with or without the knowledge of the Bank, that may impair the transparency, fairness and the progress of the procurement process or to establish bid prices at artificial, non-competitive levels;
 - (e) “**Obstructive practice**” means materially impede the Bank’s or Government agencies investigation into allegations of one or more of the above mentioned prohibited practices either by deliberately destroying, falsifying, altering; or by concealing of evidence material to the investigation; or by making false statements to investigators and/or by threatening,

harassing or intimidating any party to prevent it from disclosing its knowledge of matters relevant to the investigation or from pursuing the investigation; or by impeding the Bank's rights of audit or access to information;

v. Debarment/Banning

Empanelment/participation of Bidders and their eligibility to participate in the Bank's procurements is subject to compliance with code of integrity and performance in contracts as per terms and conditions of contracts. Following grades of debarment from empanelment/participation in the Bank's procurement process shall be considered against delinquent Vendors/Bidders:

(a) Holiday Listing (Temporary Debarment - suspension):

Whenever a Vendor is found lacking in performance, in case of less frequent and less serious misdemeanors, the vendors may be put on a holiday listing (temporary debarment) for a period upto 12 (twelve) months. When a Vendor is on the holiday listing, he is neither invited to bid nor are his bids considered for evaluation during the period of the holiday. The Vendor is, however, not removed from the list of empaneled vendors, if any. Performance issues which may justify holiday listing of the Vendor are:

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

(b) Debarment from participation including removal from empanelled list

Debarment of a delinquent Vendor (including their related entities) for a period (one to two years) from the Bank's procurements including removal from empanelment, wherever such Vendor is empaneled, due to severe deficiencies in performance or other serious transgressions. Reasons which may justify debarment and/or removal of the Vendor from the list of empaneled vendors are:

- Without prejudice to the rights of the Bank under Clause 37(i) hereinabove, if a Bidder is found by the Bank to have directly or indirectly or through an agent, engaged or indulged in any corrupt/fraudulent/coercive/undesirable or restrictive practices during the bidding Process, such Bidder shall not be eligible to participate in any EOI/RFP issued by the Bank during a period of 2 (two) years from the date of debarment.
- Vendor fails to abide by the terms and conditions or to maintain the required technical/operational staff/equipment or there is change in its production/service line affecting its performance adversely, or fails to cooperate or qualify in the review for empanelment.

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

(c) Banning from Ministry/Country-wide procurements

For serious transgression of code of integrity, a delinquent Vendor (including their related entities) may be banned/debarred from participation in a procurement process of the Bank including procurement process of any procuring entity of Government of India for a period not exceeding three years commencing from the date of debarment.

39. Termination for Default:

- i. The Bank, without prejudice to any other remedy for breach of Contract/RFP, by a written notice of not less than 30 (thirty) days sent to the service provider, may terminate the Contract in whole or in part for any of the following reasons:
 - a. If the Service provider fails to deliver and perform any or all of their daily activity/services specified in the Contract, or within any extension thereof granted by the Bank pursuant to conditions of contract or if service provider fails to perform any other obligation(s) and/or breach any of terms and conditions of the RFP/Contract; or
 - b. If the Vendor fails to bid or respond to/for three consecutive bids/offers given by the bank without assigning any satisfactory reasons to the bank in writing or on email: or
 - c. If the Service provider fails to perform any other obligation(s) under the contract; or
 - d. Laxity in adherence to standards laid down by the Bank; or
 - e. Discrepancies/deviations in the agreed processes and/or Services.; or

- f. Violations of terms and conditions stipulated in this RFP and or the Contract.
- ii. If the contract is terminated under any termination clause, the service provider shall handover all documents/ executable/ Bank's data or any other relevant information to the Bank in timely manner and in proper format as per scope of this RFP and shall also support the orderly transition to another vendor or to the Bank.
- iii. The Bank's right to terminate the Contract will be in addition to the penalties / liquidated damages and other actions as deemed fit.
- iv. In the event of failure of the Service Provider to render the Services or in the event of termination of agreement or expiry of term or otherwise, without prejudice to any other right, the Bank at its sole discretion may make alternate arrangement for getting the Services contracted with another vendor. In such case, the Bank shall give prior notice to the existing Service Provider. The existing Service Provider shall continue to provide services as per the terms of contract until a 'New Service Provider' completely takes over the work. During the transition phase, the existing Service Provider shall render all reasonable assistance to the new Service Provider within such period prescribed by the Bank, at no extra cost to the Bank, for ensuring smooth switch over and continuity of services.

40. Force Majeure:

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

41. Termination for Insolvency:

The Bank may, at any time, terminate the Contract by giving written notice to the service provider, if the service provider becomes Bankrupt or insolvent or any application for bankruptcy, insolvency or winding up has been filed against it by any person. In this event, termination will be without compensation to the service provider, provided that such termination

will not prejudice or affect any right of action or remedy, which has accrued or will accrue thereafter to the Bank.

42. Termination for Convenience:

The Bank, by a written notice of not less than 90 (ninety) days sent to the service provider, may terminate the Contract, in whole or in part, at any time for its convenience without assigning any reasons. The notice of termination shall specify that termination is for the Bank's convenience, the extent to which performance of the service provider under the Contract is terminated, and the date upon which such termination becomes effective.

43. Dispute Settlement:

- i. All disputes or differences whatsoever arising between the parties out of or in connection with the RFP and the Contract or in discharge of any obligation arising out of this RFP and the Contract (whether during the progress of work or after completion of such work and whether before or after the termination of the contract, abandonment or breach of the contract), shall be settled amicably. If however, the parties are not able to solve them amicably within 60 (sixty) days after dispute occurs, as evidenced through the first written communication from any Party notifying the other regarding the disputes, the same shall be referred to and be subject to the jurisdiction of competent civil courts of Mumbai only.

44. Governing Language:

The governing language shall be English.

45. Applicable Law

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

46. Taxes and Duties:

- a. The service provider shall be liable to pay all corporate taxes and income tax that shall be levied according to the laws and regulations applicable from time to time in India.
- b. Prices quoted should be exclusive of all Central / State Government taxes/duties and levies Any other charges that would be applicable/charged per consignment should be specifically stated /mentioned while submitting the indicative financial bids as required in the format attached in this RFP (**Annexure- F**).
- c. All expenses, stamp duty and other charges/ expenses in connection with the execution of the Agreement as a result of this RFP process shall be borne by the Vendor.

47. Tax deduction at Source:

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

48. Notices:

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

49. Transition Clause:

In the event of failure of the selected bidder to render the services or in the event of termination of agreement or expiry of term or otherwise, without prejudice to any other right, the Bank at its sole discretion may make alternate arrangements for getting the services contracted with another Agency. In such case, the Bank shall give prior notice to the existing Selected Bidder. The existing selected bidder shall continue to provide services as per the terms of contract until a 'New Agency' completely takes over the work. During the transition phase, the existing selected bidder shall render all reasonable assistance to the new Agency within such period prescribed by the Bank, at no extra cost to the Bank, for ensuring smooth switch over and continuity of services.

50. Terms of Payment:

- i. The Service Provider will submit invoices to the Centralized Back Office for Foreign Offices on a monthly basis, which will ordinarily be settled within 30 days from the date of receipt. The Bank will pay the Service Charges for the services as per the rates agreed.
- ii. The Tax and GST/VAT component shall be payable as applicable and as per actuals.
- iii. The bank will under normal circumstances make the payment within the period of 30 days after receiving the bill from the agency. In case of any query/clarification sought by any of the paying branches such payments will be made within a period of 30 days after the clarification/query if any has been addressed.

51. Penalties:

- i. As stated in Annexure D of the Draft SL

52. Adherence to GDPR Regulations:

The Selected bidders shall have to mandatorily adhere/comply with the EU General Data Protection Regulations (“GDPR”) which has extra-territorial application and applies to processing of personal data of EU residents even by entities situated outside EU (i.e regardless of whether or not the processing takes place in the EU) and Indian entities who are acting as either a 'controller' (i.e. the person who determines the purposes and means of the processing of data) or a 'processor' (i.e. the person who processes the personal data on behalf of the controller), of personal data of persons of EU, in relation to offering of goods or services to such persons or monitoring their behavior in so far as it takes place within EU. The Selected bidders shall have to execute a Data Processing Agreement in this regard strictly in the format as approved by the Bank (Annexure Q) The outsourced vendor shall sign “Processor-to-Processor EU Standardized Clauses”. The Service Provider acknowledges that, notwithstanding such Standardized Clauses, it shall be responsible for all actions and inaction of the outsourced vendor in connection with such outsourcing arrangement. The outsourced vendor shall also adhere to the UK Data Protection Act 2018.

BID FORM (TECHNICAL BID)

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

Date: _____

To:
The Deputy General Manager
O&IS Dept, International Banking Group,
7th Floor, Corporate Centre,
State Bank Bhavan,
Madam Cama Road, Mumbai -400021

Madam/Dear Sir,

Ref: RFP No. IBG/OIS/2/2021-22/003 dated 31.08.2021

We have examined the above RFP, the receipt of which is hereby duly acknowledged and subsequent pre-Bid clarifications/ modifications / revisions, if any, furnished by the Bank and we offer to provide Services detailed in this RFP. We shall abide by the terms and conditions spelt out in the RFP. In case Bank decides to conduct a reverse auction for the commercial bids, we shall participate and submit the commercial Bid through reverse auction to be conducted by the Bank's authorized service provider, on the date advised to us.

2. While submitting this Bid, we certify that:

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

3. If our offer is accepted, we undertake to complete the formalities for providing Services within the period specified in this document.

4. We agree to abide by all the Bid terms and conditions, contents of Service Level Agreement as available at **Annexure-M** of this document and the rates quoted therein for the orders awarded by the Bank up to the period prescribed in the Bid, which shall remain binding upon us.

5. Until a formal contract is executed as per **Annexure -M**, this Bid, together with your written acceptance thereof and your notification of award, shall constitute a binding Contract between us.
6. We undertake that, in competing for (and, if the award is made to us, in executing) the above contract, we will strictly observe the laws against fraud and corruption in force in India namely “Prevention of Corruption Act 1988, as amended”.
7. We undertake that we will not offer, directly or through intermediaries, any bribe, gift, consideration, reward, favour, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any official of the Bank, connected directly or indirectly with the bidding process, or to any person, organization or third party related to the contract in exchange for any advantage in the bidding, evaluation, contracting and implementation of the contract.
8. We undertake that we will not resort to canvassing with any official of the Bank, connected directly or indirectly with the bidding process to derive any undue advantage. We also understand that any violation in this regard, will result in disqualification of bidder from further bidding process.
9. We certify that we have not made any changes in the contents of the RFP document read with its amendments/clarifications provided by the Bank submitted by us in our Bid document.
10. It is further certified that the contents of our Bid are factually correct. We also accept that in the event of any information / data / particulars proving to be incorrect, the Bank will have the right to disqualify us from the Bid. We shall make available to the Bank any additional information it may find necessary or require supplementing or authenticate the Qualification statement. We also acknowledge the right of the Bank to reject our Bid/Application without assigning any reason or otherwise and hereby waive our right to challenge the same on any account whatsoever
11. We understand that you may cancel the bidding process any time and that you are neither bound to accept any Application that you may receive nor to invite that Applicants without incurring any liability to the Applicants. We further understand that you are not bound to accept the lowest or any Bid you may receive, and you may reject all or any Bid without assigning any reason or giving any explanation whatsoever.
12. We hereby undertake that our name does not appear in any “Caution” list of RBI / IBA /Any Public Sector Bank or any other regulatory body for any breach of Laws or violation of Regulatory prescriptions.
13. If our Bid is accepted, we undertake to enter into and execute at our cost, when called upon by the Bank to do so, a contract in the prescribed form (**Annexure -M**) and we shall be jointly and severally responsible for the due performance of the contract.
14. The name(s) of successful Bidder to whom the contract is finally awarded after the completion of bidding process shall be displayed on the website of the Bank and/or communicated to the successful Bidder(s).
15. We certify that in regard to matters other than security and integrity of the country, we have not been convicted by a Court of Law or indicted or adverse orders passed by a regulatory authority which could cast a doubt on our ability to undertake the Project/activity or which relates to a grave offence that outrages the moral sense of the community.

16. We hereby certify that we have read the clauses contained in O.M. No. 6/18/2019-PPD, dated 23.07.2020 order (Public Procurement No. 1), order (Public Procurement No. 2) dated 23.07.2020 and order (Public Procurement No. 3) dated 24.07.2020 regarding restrictions on procurement from a bidder of a country which shares a land border with India. We further certify that we are not from such a country or if from a country, has been registered with competent authority. We certify that we fulfil all the requirements in this regard and is eligible to participate in this RFP.
17. We hereby certify that on the date of submission of Bid for this RFP, we do not have any past/ present litigation which adversely affect our participation in this RFP, or we are not under any debarment/blacklist period for breach of contract/fraud/corrupt practices by any Scheduled Commercial Bank/ Public Sector Undertaking/ State or Central Government or their agencies/departments.
18. We also certify that we not have been disqualified/ debarred/ terminated on account of poor or unsatisfactory performance and/or blacklisted by any Scheduled Commercial Bank/ Public Sector Undertaking/ State or Central Government or their agencies/departments at any time, during the last 5 years.
19. We hereby undertake and agree to abide by all the terms and conditions stipulated by the Bank in the RFP document.

Dated this day of 2021

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

Duly authorized to sign Bid for and on behalf of

Seal of the company

Annexure-B

| |
|---|
| <u>Bidder's Eligibility Criteria</u> |
|---|

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

| S. No. | Eligibility Criteria | Compliance (Yes/No) | Documents to be submitted |
|--------|--|---------------------|--|
| 1. | The Bidder must be an Indian firm / company/ organization registered under Companies Act or a Proprietary Firm or a firm registered under Partnership Act 1932. (Consortium of Companies not permitted) or LLP registered under applicable act in India. In case the current bidder is the result of merger/acquisition, at least one of the merging companies should have been in operation for a minimum period of 5 years as on 31.03.2021. | Yes/No | Certificates of Incorporation issued by Registrar of Companies along with Memorandum and Articles of Association and full address of the Registered office/ Partnership Deed/ Registration Certificates showing type of firm. |
| 2. | The Bidder should be operating for at least 7 years in providing manpower services as on date of submission of the bid. | Yes/No | Copies of the proof of such assignments may be enclosed. Mail copies of confirmation from clients will be acceptable. Copies of all work orders and or Certificate of completion of work for last three years. |
| 3. | The Bidder should be profitable organization (on the basis of PBT) for the last 3 financial years namely FY 2018-19, FY 2019-20 and FY 2020-21 | Yes/No | Copy of the Audited Balance Sheet along with Profit and Loss statement for FY 2018-19 and FY 2019-20 & FY 2020-21 |
| 4 | Bidder should have a positive Net worth in their Balance Sheet for the last three years I.e FY 2018-19, FY 2019-20 & FY 2020-21 | Yes/No | Copy of the Audited Balance Sheet along with Profit and Loss statement for FY 2018-19, FY 2019-20 & FY 2020-21. |
| 5 | Bidder firm must have a minimum turnover of Rs 100 crores from the line of business of providing manpower services during the last three financial years namely FY 2018-19, FY 2019-20 and FY 2020-21 | Yes/No | Self-declaration on the letter head of the Company to be provided signed by authorized signatory and /or Auditors certificate confirming same. |

| | | | |
|----|---|--------|---|
| 6 | Bidder should have an independent internal audit function in place | Yes/No | Self-declaration on the letter head of Company signed by authorized signatory. |
| 7 | Bidder should provide client references and contact details of three customers for whom the bidder has executed similar projects | Yes/No | Client References 1 2 3 |
| 8 | Since the services are to be provided in Mumbai, the bidder must have an office located in Mumbai. Further since the DR site could be in Bengaluru going forward the bidder must be able to provide resources to be stationed in Bengaluru also. In case bidder has an office in Bengaluru it may be accordingly stated | Yes/No | List of Offices, Contact Person and contact details |
| 9 | Bidder must have the following valid certificates a) Service Tax Registration Certificate b) Permanent Account Number c) GST Registration No | Yes/No | Attested copies of all certificates |
| 10 | The bidder should have executed two projects (supply of manpower) of value of more than Rs 60.00 lacs or four projects of value of Rs 40.00 lacs during the last two years. By value is meant that the Annual billing of the services should be more than Rs 60.00 lacs or Rs 40.00 Lacs | Yes/No | Work order or copy of confirmation from client specifying period of engagement and value of project. |
| 11 | The clientele of the bidder should include Banks/Financial institutions for whom resources have been supplied. Weightage will be given to those companies who serve more clients from the financial sector including NBFCs. | Yes/No | Declaration on Letter head to be provided indicating the number of resources sourced to various companies in Financial Sector. Names of Companies to be reported if not Private & Confidential. |
| 12 | Bidder should have at least 1000 employees on their roll as on 31.03.2021 for providing manpower services as on date | Yes/No | Self-declaration on letter head of the co duly signed by authorized signatory. |
| 13 | Bidder should be carrying out the background check of employees/vendor staff which would include Police verification, address, Past employer checks and Educational Qualifications | Yes/No | Process followed by bidder may be submitted in brief. |

| | | | |
|-----|--|---------|---|
| 14 | Bidder should have a PF Code number allotted by RPFC in the name of establishment. | Yes/No | Satisfactory document proof to be attached Bidder should also provide details in this regard at Annexure K . |
| 15 | Bidder should have a ESI Code number (both main and sub, wherever obtained) allotted by ESIC in the name of establishment | Yes/No | Satisfactory document proof to be attached |
| 16 | Bidder should possess a Professional Tax Registration Number | Yes /No | Satisfactory document proof to be attached |
| 17 | Past/present litigations, disputes, if any (Adverse litigations could result in disqualification, at the sole discretion of the Bank) | Yes/No | Brief details of litigations, disputes related to product/services being procured under this RFP or infringement of any third party Intellectual Property Rights by prospective Bidder/ OEM or disputes among Bidder's board of directors, liquidation, bankruptcy, insolvency cases or cases for debarment/blacklisting for breach of contract/fraud/corrupt practices by any Scheduled Commercial Bank/ Public Sector Undertaking / State or Central Government or their agencies/ departments or any such similar cases, if any are to be given in Annexure M. |
| 18. | Bidders should not be under debarment/blacklist period for breach of contract/fraud/corrupt practices by any Scheduled Commercial Bank/ Public Sector Undertaking / State or Central Government or their agencies/ departments on the date of submission of bid for this RFP. Bidder should also not have been disqualified/ debarred/ terminated on account of poor or unsatisfactory performance and/or blacklisted by any Scheduled Commercial Bank/ Public Sector Undertaking/ State or | Yes/No | Bidder should specifically certify in Annexure A in this regard. |

| | | | |
|-----|--|--------|---|
| | Central Government or their agencies/departments, at any time, during the last 5 years. . In case of merger/acquisition entities in case any one of the organizations is blacklisted , then the same would apply to both organizations. | | |
| 19. | The Bidder should agree to the terms and conditions of Service Level Agreement as per Annexure-M , should they become the successful bidder. | Yes/No | Bidder should specifically confirm on their letter head in this regard. |
| 20. | The Bidder should not have any Service Level Agreement pending to be signed with the Bank for more than 6 months from the date of issue of purchase order issued by any of the Department of SBI as on the date of Bid submission. | Yes/No | Bidder should specifically confirm on their letter head in this regard. |
| 21 | The Bidder should be agreeable to inspection by Foreign Offices serviced by its agents, if required, albeit with prior intimation | Yes/No | Confirmation may be provided in letter head duly signed by authorized signatory |
| 22. | The Bidder must comply with the requirements contained in O.M. No. 6/18/2019-PPD, dated 23.07.2020 order (Public Procurement No. 1), order (Public Procurement No. 2) dated 23.07.2020 and order (Public Procurement No. 3) dated 24.07.2020 | Yes/No | Bidder should specifically certify in Annexure A in this regard |

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

Name & Signature of authorized signatory

Seal of Company

Technical Evaluation Criteria**PART - A**

| S. No. | Evaluation parameters | Criteria | Assigned marks | Max Score |
|--------|---|--|----------------|-----------|
| 1. | Years of Experience in the line of providing manpower services | More than 10 years | 15 | 15 |
| | | More than 7 years to 10 Years | 12 | |
| | | 7 Years and less | 8 | |
| 2. | Experience of bidder of working with large organizations (in India) having minimum employee strength and annual turnover of: (Documentary proof by way of client certification be submitted) | Employee Strength > 10000 and /or Annual turnover > Rs 750 crores | 6 | 10 |
| | | Employee Strength > 20000 and /or Annual turnover > Rs 1500 crores | 8 | |
| | | Employee Strength > 30000 and /or Annual turnover > Rs 3000 crores | 10 | |
| 3. | Should be Profit making for the last 3 years (PBT) | Profit in last 3 years | 10 | 10 |
| | | Profit in less than 3 years | 0 | |
| 4 | Positive Net worth for the last three years | | | 10 |
| | | Positive Networth in last three years | 10 | |
| | | Positive Net worth in less than 3 years | 0 | |
| 5 | If engaged by any of SBI Group Companies for similar activities | If engaged by SBI Group | 5 | 5 |
| | | If Not engaged | 0 | |
| 6 | No of similar projects handled successfully in BFSI sector during last 5 years including but not limited to PSU/Govt/Central/State governments. To specify | More than 5 | 15 | 15 |
| | | Between 3 to less than 5 | 12 | |
| | | 1 to less than 3 | 10 | |
| | | | | |

| | | | | |
|---|---|------------------------|----|-----|
| | if they are current or expired. | | | |
| 7 | Number of Employees on the payroll of bidder (excluding contractual /outsourced employees | Above 2000 employees | 15 | 15 |
| | | 1000 to 2000 | 10 | |
| | | Less than 1000 | 0 | |
| 8 | Exposure in working with similar environment | Finacle product suites | 10 | 10 |
| | | Non Finacle | 0 | |
| 9 | Presentation | | 10 | 10 |
| | Total | | | 100 |

The bidders who score at least 70% (i.e.70 marks) in the Part A of the Technical Evaluation will be shortlisted and their Indicative financial bids will be considered.

Annexure D

Bidder Details

Details of the Bidder

| S. No. | Particulars | Details |
|--------|---|---------|
| 1. | Name | |
| 2. | Date of Incorporation and / or commencement of business | |
| 3. | Certificate of incorporation | |
| 4. | Brief description of the Bidder including details of its main line of business | |
| 5. | Company website URL | |
| 6. | Company Pan Number | |
| 7. | Company GSTIN Number | |
| 8. | Particulars of the Authorized Signatory of the Bidder a) Name b) Designation c) Address d) Phone Number (Landline) e) Mobile Number f) Fax Number g) Email Address | |

Name & Signature of authorized signatory

Seal of Company

3.1 SCOPE OF WORK TO BE PERFORMED AT THE CBO-FO CENTRE

3.1.1 Customer and Account management (includes all demand and timeDeposits.

3.1.2

Customer setup and maintenance

- a) Deposit opening
- b) Nomination
- c) Deposit unlocking
- d) Deposit handling with/without passbook/cheque book
- e) Static data updates
- f) Mandate updates
- g) Customer query handling/investigation
- h) Account closures

3.1.3 Remittances and Collections

- a) Handling Requests
- b) Query investigation

3.1.4 Cheque Management

- a) Cheque book issue/dispatch/cancellation/stop payments etc
- b) Enquiries

3.1.5 Trade Finance

- a) Letter of Credit (issue, amend, advise, confirm, close, cancellation etc.)
- b) Bank Guarantees /Standby letter of credit (establish, amend, advise,confirm, close cancellation etc.)
- c) Inward and Outward Bill discounting collection, purchase, reversals etc
- d) Short term credit / trade credit

3.1.6 Nostro / Vostro Reconciliation

- a) Data/File/SWIFT Message upload (from external sources)
- b) Data Entry (adjustment entries)
- c) Data Mapping
- d) Monitoring and follow up of un-reconciled entries

3.1.7 Loans processing

- a) Loan account opening
- b) Loan a/c maintenance
- c) Loan account closing

3.1.8 ATM cum Debit cards

- a) Application Processing

- b) Card Management (cancellation etc.)
- c) Clearing and settlement

The above list is not exhaustive, and the Bank reserves the right to add/delete/modify the list.

The Centralized Back Office Centre has been rolled and currently a few of our Foreign Offices have migrated their some of their activities. Now it is proposed to add more Foreign Offices in Phases. Similarly, activities also are being increased gradually in Phases.

Some of the above-mentioned activities have not commenced in a full-fledged manner and will be introduced in a phased manner.

Expected Accuracy Levels and Training

- Existing Processes (Stabilized): The Service Provider shall maintain a minimum performance level of 95% (on Turn Around Time (TAT) for STP cases and Accuracy factors in respect of processing of transactions and preparation of various reports) on month-on-month basis to meet the desired service level within the projected volumes and projected rework rates. The performance level for TAT shall be distinct for “straight through processing” (STP) cases and repaired (non-STP) cases which shall be communicated by the Bank in performance metrics.
- The Service Provider shall send periodic reports to the Bank in respect of various performance measures as mutually agreed between parties from time to time. The Service Provider shall send quarterly customer survey to be filled by the Bank, which it shall send back to Service Provider. This survey shall act as formal performance level feedback to the Service Provider.
- New Processes / New Products (yet to be stabilized): The Service Provider shall endeavor to achieve minimum performance level of 95% (as above) within period of 45 days from date of operationalization of new process (recently migrated) / new product. The measurement of level of performance (i.e. 95%) shall not apply during the above period.
- Failure Rates For not meeting the SLA/TAT: The SLA’s and Failure Rates will be classified and measured as detailed under:
 - Target level for critical errors will be less than 2%
- The Service Provider will have an adequate training module covering various operational aspects relating to performance of the Services. The Bank shall review such training module at least twice a year.
- The Service Provider must ensure that the designated staffs are trained; and are competent and knowledgeable to handle processing of different products.
- The Bank would be responsible for communication and Training to Service Provider for the processes to be off-shored.

JOB DESCRIPTION OF TEAM LEADER

Qualifications

- Graduate, 3 yrs experience at a BPO, of which 6 months as Team Leader
- Should possess good written and verbal communication skills with good knowledge of MS-Office/Excel.
- People Management Skills

Responsibilities

- Overall In-Charge of BPO Agents
- Must have full knowledge of all the activities of agents
- Allotment of jobs to agents
- Monitoring of productivity of agents
- Ensures timely attendance
- Ensures prohibition of bringing bags, pen, pencil, paper, mobiles or any electronic devices within the restricted Back Office work area.
- Responsible for maintaining TAT
- Obtention of reports (incl. MASTER DATA) – pending cases) from Application Vendor team
- Delivery of required reports to respective Foreign Offices
- First point of contact between BPO and Foreign Offices
- Resolution of exceptions/ anomalies in processing of jobs
- Responsible for sending Daily Volume Analysis Report – (FO specific, how many received, how many processed, backlogs, how many exceptions (QC)),
- Responsible for sending daily report on cases received every day
- Responsible for FO specific Branch Authorization Report – how many cases pending for authorization per FO.
- Responsible for Daily Work Completion Report to Team Leader Of CBO-FO
- Responsible for Monthly User Performance Report
- Responsible for Monthly Branch Exception Report
- Responsible for daily refresher/ doubt clearing/ training session along with Trainer-cum-Quality Control, preferably 30 mns, every day with agents
- 2nd point of contact for BPO agents for resolution of doubts
- Additionally responsible as Trainer-cum Quality Control on his/her absence

JOB DESCRIPTION OF TRAINER-CUM-QUALITY CONTROL

Qualifications-

- Graduate, 3 yrs experience at a BPO, of which 3 months as Trainer-cum-Quality Control
- Should possess good written and verbal communication skills with good knowledge of MS-Office/Excel
- Good presentation skills

RESPONSIBILITIES

- Determine whether the agents maintain a pre-determined and acceptable level of contact handling through monitoring and test contact evaluation.
 - Report contact handling performance and statistics through monitoring and test contact evaluation.
 - Report contact handling performance and statistics through daily and weekly reports submitted to the Quality Assurance Supervisor.
 - Conduct remote monitoring sessions with Client, thus completing performance summaries that will be submitted to the Quality Assurance Supervisor and the Quality Assurance Manager.
 - Randomly monitor calls to ensure Client/ origination standards are maintained.
 - Review evaluations, maintain tape files, and handle general administrative duties.
 - Prepare performance evaluations documenting contact-handling procedures.
-
- Must have full knowledge of all the activities of agents
 - Responsible for Training of all BPO agents
 - Responsible for creation of Training modules
 - Responsible for regular updation of Training modules
 - Responsible for surprise quality check of at least two jobs of at least two agents per day
 - Responsible for maintaining Quality Control Module for BPO agents specific to each Foreign Office
 - Responsible for providing monthly Quality Control Report to Head of CBO-FO
 - Will update / modify Quality Control Module as per CBO-FO / FO needs
 - Responsible for maintaining TAT
 - Responsible for daily refresher/ doubt clearing/ training session along with Team Leader, preferably 30 mns, every day with agents
 - 1st point of contact for BPO agents for resolution of doubts
 - Additionally, responsible as Team Leader on his/her absence

JOB DESCRIPTION OF AGENTS (Data Entry Operators)

Qualifications- Graduate, 2 years' experience with good typing speed and knowledge of MS Office /Excel

- Adhering to TAT
- Completion of minimum jobs, at present, **15 per day per agent**

Qualifications for Trade Finance Activities connected resources

- Graduate in any discipline
- Minimum 2 years work experience in Forex related operations and with specific knowledge of Trade finance related operations
- Experience of working in SWIFT related areas
- Certificate in International Trade Finance from IBF

Annexure-F

Indicative Commercial Bid

TENDER FORMAT (COMMERCIAL BID)

Name of the Bidder:

| SL | Item | No of Resources required initially from day one | Amount per resource 1 st year | Amount per resource 2 nd year | Amount per resource 3 rd year | Amount per resource 4 th year | Amount per resource 5 th year | Total |
|----|---|---|--|--|--|--|--|-------|
| 1 | Annual CTC for the resources to work as Data entry operators | 15 | | | | | | |
| 2 | Annual CTC for Trainer cum Quality control resource | 1 | | | | | | |
| 3 | Annual CTC for Team Leader | 1 | | | | | | |
| 4 | Annual CTC for resources with specific skill sets required for handling Trade related jobs/activities | 2 | | | | | | |
| 5 | Recruitment related fees for onboarding fresh resources/and /or due to resignations/replacements /additions. This would include all misc fees involved like KYC checks Police verifications etc | | | | | | | |
| 6 | Management fee charged by Service provider for the above (In rupees) | | | | | | | |
| 7 | Management fee. Please indicate % only | | | | | | | |
| | TOTAL ANNUAL COST | | | | | | | |

The Bank will examine the CVs of all the Personnel and those not found suitable shall be replaced by the Applicant to the satisfaction of the Bank. One member from the Bank will be part of the recruitment /Interview process

Charges will be excluding GST.

- a) A brief on the Recruitment fee charging modality may be indicated separately.
- b) The modality of charging Management fee may also be indicated
- c) The Management fee in % terms may also be indicated for the five years (1st to 5th year)
- d) The Average Annual cost for the five years will be considered while scoring/allotting financial bid marks
- e) Additional Resources that may be required under each category will be indented as and when they are required with due advance intimation
- f) Bidders may also indicate the likely time period by which they would be in a position to provide additional resources when indented by Bank separately.
- g) Each Resource is expected to work for 540 minutes in a day with 100 minutes of break. Effectively 440 minutes).
- h) Resources should be agreeable to work in shifts since the office will be catering to Foreign Offices in different time zones.
- i) There will be one weekly off for each of the resources

ANNEXURE G

TECHNO COMMERCIAL EVALUATION

EVALUATION OF PRICE BIDS AND FINALIZATION:

- i. The Price Bid(s) of only those Bidders, who are short-listed after technical evaluation, would be opened. The price bids of only those bidders who score a minimum of 70% in the technical evaluation will be opened.
- ii. Shortlisted Bidders shall be willing to participate in the reverse auction process which may be conducted at the discretion of the Bank and **must have a valid digital signature certificate**. Such Bidders will be trained by Bank's authorized e-Procurement agency for this purpose. Bidders shall also be willing to abide by the e-business rules for reverse auction framed by the Bank / Authorised e-Procurement agency. The details of e-business rules, processes and procedures will be provided to the short-listed Bidders.
- iii. The Bidder will be selected on the basis of net total of the Techno Price evaluation. For example:

Three vendors namely A, B and C participated in the Bid process and their Technical score are as under:

$$A=70, B=75, C= 80$$

After converting them into percentile, we get

$$A= (70/80)*100 = 87.5$$

$$B= (75/80)*100= 93.75$$

$$C= (80/80)*100=100$$

The quoted prices for Vendor are as under:

$$A= Rs 8000, B=Rs 9000, C=10000$$

The final cost (lower cost quoted in Financial Bid, in this case it Rs 8000) quoted by the bidders converted into percentile score shall be as under:

$$A = (8000/8000)*100 = 100$$

$$B= (8000/9000)*100 = 89$$

$$C= (8000/10000)*100 = 80$$

- ii) A combined score "Score(s)" will be arrived at after considering the nominal financial quote and the marks obtained in technical evaluation with relative weights of 30 % for Financial Bid and 70 % for Technical Bid according to the following formula:

$$\text{Tech score of A} \qquad \text{Lowest Financial Bid}$$

ANNEXURE-H

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

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

ANNEXURE-I

NON-DISCLOSURE AGREEMENT

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

State Bank of India, a Statutory Corporation constituted under the State Bank of India Act, 1955 having its Corporate Centre at State Bank Bhavan, Nariman Point, Mumbai (hereinafter referred to as “Bank” which expression includes its successors and assigns) of the ONE PART;

And

_____ (hereinafter referred to as “_____” which expression shall unless repugnant to the subject or context thereof, shall mean and include its successors and permitted assigns) of the OTHER PART;

And Whereas

1. _____ is carrying on business of providing _____, has agreed to _____ for the Bank and other related tasks.
2. For purposes of advancing their business relationship, the parties would need to disclose certain valuable confidential information to each other. Therefore, in consideration of covenants and agreements contained herein for the mutual disclosure of confidential information to each other, and intending to be legally bound, the parties agree to terms and conditions as set out hereunder.

NOW IT IS HEREBY AGREED BY AND BETWEEN THE PARTIES AS UNDER

1. Confidential Information and Confidential Materials:

- (a) “Confidential Information” means non-public information that Disclosing Party designates as being confidential or which, under the circumstances surrounding disclosure ought to be treated as confidential. “Confidential Information” includes, without limitation, information relating to installed or purchased Disclosing Party software or hardware products, the information relating to general architecture of Disclosing Party’s network, information relating to nature and content of data stored within network or in any other storage media, Disclosing Party’s business policies, practices, methodology, policy design delivery, and information received from others that Disclosing Party is obligated to treat as confidential. Confidential Information disclosed to Receiving Party by any Disclosing Party Subsidiary and/ or agents is covered by this agreement
- (b) Confidential Information shall not include any information that: (i) is or subsequently becomes publicly available without Receiving Party’s breach of any obligation owed to Disclosing party; (ii) becomes known to Receiving Party prior to Disclosing Party’s disclosure of such information to Receiving Party; (iii) became known to Receiving Party from a source other than Disclosing Party other than by

the breach of an obligation of confidentiality owed to Disclosing Party; or (iv) is independently developed by Receiving Party.

- (c) “Confidential Materials” shall mean all tangible materials containing Confidential Information, including without limitation written or printed documents and computer disks or tapes, whether machine or user readable.

2. Restrictions

- (a) Each party shall treat as confidential the Contract and any and all information (“confidential information”) obtained from the other pursuant to the Contract and shall not divulge such information to any person (except to such party’s own employees and other persons and then only to those employees and persons who need to know the same) without the other party’s written consent provided that this clause shall not extend to information which was rightfully in the possession of such party prior to the commencement of the negotiations leading to the Contract, which is already public knowledge or becomes so at a future date (otherwise than as a result of a breach of this clause). Receiving Party will have executed or shall execute appropriate written agreements with its employees and consultants specifically assigned and/or otherwise, sufficient to enable it to comply with all the provisions of this Agreement. If the Service Provider shall appoint any Sub-Contractor, then the Service Provider may disclose confidential information to such Sub-Contractor subject to such Sub Contractor giving the Bank an undertaking in similar terms to the provisions of this clause.
- (b) Receiving Party may disclose Confidential Information in accordance with judicial or other governmental order to the intended recipients (as detailed in this clause), provided Receiving Party shall give Disclosing Party reasonable notice prior to such disclosure and shall comply with any applicable protective order or equivalent. The intended recipients for this purpose are:
- (1) the statutory auditors of the Bank and
 - (2) regulatory authorities regulating the affairs of the Bank and inspectors and supervisory bodies thereof
- (c) The foregoing obligations as to confidentiality shall survive any termination of this Agreement
- (d) Confidential Information and Confidential Material may be disclosed, reproduced, summarized or distributed only in pursuance of Receiving Party’s business relationship with Disclosing Party, and only as otherwise provided hereunder. Receiving Party agrees to segregate all such Confidential Material from the confidential material of others in order to prevent mixing.
- (e) Receiving Party may not reverse engineer, decompile or disassemble any software disclosed to Receiving Party.

3. Rights and Remedies

- (a) Receiving Party shall notify Disclosing Party immediately upon discovery of any unauthorized use or disclosure of Confidential Information and/ or Confidential Materials, or any other breach of this Agreement by Receiving Party and will cooperate with Disclosing Party in every reasonable way to help Disclosing Party regain possession of the Confidential Information and/ or Confidential Materials and prevent its further unauthorized use.

- (b) Receiving Party acknowledges that monetary damages may not be the only and / or a sufficient remedy for unauthorized disclosure of Confidential Information and that disclosing party shall be entitled, without waiving any other rights or remedies (as listed below), to injunctive or equitable relief as may be deemed proper by a Court of competent jurisdiction.
- a. Suspension of access privileges
 - b. Change of personnel assigned to the job
 - c. Financial liability for actual, consequential or incidental damages
 - d. Termination of contract
- (c) Disclosing Party may visit Receiving Party's premises, with reasonable prior notice and during normal business hours, to review Receiving Party's compliance with the term of this Agreement.

4. Miscellaneous

- (a) All Confidential Information and Confidential Materials are and shall remain the property of Disclosing Party. By disclosing information to Receiving Party, Disclosing Party does not grant any expressed or implied right to Receiving Party to disclose information under the Disclosing Party patents, copyrights, trademarks, or trade secret information.
- (b) Any document provided under this Agreement is provided with RESTRICTED RIGHTS.
- (c) Neither party grants to the other party any license, by implication or otherwise, to use the Confidential Information, other than for the limited purpose of evaluating or advancing a business relationship between the parties, or any license rights whatsoever in any patent, copyright or other intellectual property rights pertaining to the Confidential Information.
- (d) The terms of Confidentiality under this Agreement shall not be construed to limit either party's right to independently develop or acquire product without use of the other party's Confidential Information. Further, either party shall be free to use for any purpose the residuals resulting from access to or work with such Confidential Information, provided that such party shall maintain the confidentiality of the Confidential Information as provided herein. The term "residuals" means information in non-tangible form, which may be retained by person who has had access to the Confidential Information, including ideas, concepts, know-how or techniques contained therein. Neither party shall have any obligation to limit or restrict the assignment of such persons or to pay royalties for any work resulting from the use of residuals. However, the foregoing shall not be deemed to grant to either party a license under the other party's copyrights or patents.
- (e) This Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof. It shall not be modified except by a written agreement dated subsequently to the date of this Agreement and signed by both parties. None of the provisions of this Agreement shall be deemed to have been waived by any act or acquiescence on the part of Disclosing Party, its agents, or employees, except by an instrument in writing signed by an authorized officer of Disclosing Party. No waiver of any provision of this Agreement shall constitute a waiver of any other provision(s) or of the same provision on another occasion.
- (f) **Governing Law and Jurisdiction** This Agreement shall be governed by, and be construed in accordance with the laws of Republic of India. The parties agree to submit to the exclusive jurisdiction

of appropriate court in Mumbai in connection with any dispute between the parties under the Agreement.

- (g) Subject to the limitations set forth in this Agreement, this Agreement will inure to the benefit of and be binding upon the parties, their successors and assigns.
- (h) If any provision of this Agreement shall be held by a court of competent jurisdiction to be illegal, invalid or unenforceable, the remaining provisions shall remain in full force and effect.
- (i) All obligations created by this Agreement shall survive change or termination of the parties' business relationship.

5. Suggestions and Feedback

(a) Either party from time to time may provide suggestions, comments or other feedback to the other party with respect to Confidential Information provided originally by the other party (hereinafter "feedback"). Both party agree that all Feedback is and shall be entirely voluntary and shall not in absence of separate agreement, create any confidentially obligation for the receiving party. However, the Receiving Party shall not disclose the source of any feedback without the providing party's consent. Feedback shall be clearly designated as such and, except as otherwise provided herein, each party shall be free to disclose and use such Feedback as it sees fit, entirely without obligation of any kind to other party. The foregoing shall not, however, affect either party's obligations hereunder with respect to Confidential Information of other party.

Dated this _____ day of _____ 2021 at _____
(Month) (Place)

For and on behalf of _____

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

For and on behalf of _____

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

(On Agency's letter head)

TO WHOM SO EVER IT MAY CONCERN

This is certifying that this Agency has given below Statutory registrations, photocopy of which are annexed hereto.

| S. No. | Registration for | Registration No | Date of Registration |
|---------------|-------------------------------|------------------------|-----------------------------|
| 1 | PAN | | |
| 2 | TAN | | |
| 3 | GST | | |
| 4 | Shop & Establishment Act. | | |
| 5 | PF Code | | |
| 6 | ESI Code No | | |
| 7 | Professional Tax Registration | | |
| 8 | Others (Specify) | | |

Signature of Authorized person:

Signed at _____ dated _____ by _____

Designation _____ for _____ Agency

Seal of Agency

[ON THE LETTER HEAD OF AUDITORS /CHARTERED ACCOUNTANTS]
CERTIFICATE

TO WHOM SO EVER IT MAY CONCERN

This is to certify that M/s. having its
Registered Office had achieved the
following level of Turnover/Net profits/ Net worth in respect for the financial years mentioned
hereunder:

(INR In Crores)

| Particulars | 2018-19 | 2019-20 | 2020-21 |
|-------------|---------|---------|---------|
| Turn over | | | |
| PAT | | | |
| Net-worth | | | |

The figures certified for the stated Financial Years are based on the Books of Account, Audited Balance Sheet of the Company and the records produced before us.

Signatures of Auditors/Chartered Accountants

Name:

Seal

Place:

Date:

(On the letterhead of the Agency duly stamped and signed)

STATUS OF LITIGATIONS PENDING PERTAINING TO THE BIDDER

| SN | Other party to litigation | Case no & Court | Status of bidder in litigation (Applicant / Respondent) | Brief of litigation |
|-----------|----------------------------------|----------------------------|--|----------------------------|
| 1 | | | | |
| 2 | | | | |
| 3 | | | | |
| 4 | | | | |

Signature of Authorized person:

Signed at _____ dated _____ by _____

Designation _____ for _____ Agency

Seal of Agency

ANNEXURE M

LIST OF FOREIGN OFFICES OF SBI WHO WILL BE UTILIZING THE SERVICES OF THE CENTRALIZED BACK OFFICE FOR THEIR JOBS

| SNO | NAME OF BRANCH | COUNTRY |
|------------|--------------------------------|----------------|
| 01 | Sydney | Australia |
| 02 | Retail Branch Bahrain (RBB | Bahrain |
| 03 | Wholesale Branch Bahrain (WBB) | Bahrain |
| 04 | Antwerp | Belgium |
| 05 | Frankfurt | Germany |
| 06 | Hong Kong | Hong Kong |
| 07 | Tokyo | Japan |
| 08 | Osaka | Japan |
| 09 | Muscat | Oman |
| 10 | Singapore (5 branches) | Singapore |
| 11 | London (13 branches) | United Kingdom |
| 12 | New York | USA |
| 13 | Los Angeles | USA |
| 14 | Chicago | USA |
| 15 | Dubai | UAE |
| 16 | Canada | Canada |

ANNEXURE O

Data Processing Agreement (Data Controller – Data Processor)

VERSION NO. ##

This Data Processing Agreement ("**Agreement**") forms part of the [REDACTED] ("**Principal Agreement**") between: (i) [REDACTED] ("**Data Processor**" or "**Supplier**") acting on its own behalf and as agent for each Supplier Affiliate; and (ii) State Bank of India ("**Company**") acting on its own behalf and as agent for each Company Affiliate.

1. DEFINITIONS

1.1 The following definitions shall apply in this Agreement, unless the context requires otherwise:

"**Controller**" has the meaning given to "data controller" in the UK Data Protection Act 1998 and "controller" in the General Data Protection Regulation (as applicable);

"**Client**" means a client of State Bank of India;

"**Data Protection Legislation**" means as applicable, the UK Data Protection Act 1998, Directive 95/46/EC of the European Parliament and any laws or regulations implementing it, the Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data (General Data Protection Regulation) and any equivalent or replacement law in the UK and any other data protection and privacy laws applicable to the Services;

"**Data subject**" has the meaning given to it in the Data Protection Legislation;

"**Subprocessor**" means any person appointed by or on behalf of Processor to process Personal Data on behalf of the Company in connection with the Agreement;

"**Personal Data**" has the meaning given to it in the Data Protection Legislation and relates only to personal data processed by the Supplier on behalf of State Bank of India under the Agreement in relation to the Services;

"**Personal data breach**" has the meaning given to it in the Data Protection Legislation;

"**Personnel**" means the personnel of the Supplier, Subcontractors and Sub processors who provide the applicable Services;

"**Processing**" has the meaning given to it in the Data Protection Legislation.

"**Processor**" has the meaning given to "data processor" in the Data Protection Act 1998 and "processor" in the General Data Protection Regulation (as applicable);

"**Services**" means the services to be performed by the Supplier described in the Principal Agreement.

"**Supervisory authority**" has the meaning given to it in the Data Protection Legislation; and

"**Third country**" has the meaning given to it in the Data Protection Legislation.

2. PROCESSING OF PERSONAL DATA

- 2.1 In the course of providing Services to State Bank of India, the Supplier may process Personal Data on behalf of State Bank of India;
- 2.2 Comply with applicable Data Protection Legislations; and
- 2.3 Do not process Personal Data other than on Company's documented instructions.

3. SUPPLIER OBLIGATIONS

PERSONAL DATA PROCESSING

- 3.1 Supplier shall take reasonable steps to ensure the reliability of any employee, agent or contractor who may have access to the Personal Data, ensuring in each case that access is strictly limited to those individuals who need to know/access the relevant Personal Data, as strictly necessary for the purposes of the Principal Agreement, and to comply with Applicable Laws in the context of that individual's duties, ensuring that all such individuals are subject to confidentiality undertakings or professional or statutory obligations of confidentiality.
- 3.2 The Supplier shall process Personal Data only on the documented instructions from State Bank of India from time to time. Where State Bank of India is a processor on behalf of a Client and the Supplier is State Bank of India's sub processor, State Bank of India's instructions to the Supplier shall include any additional instructions from the Client from time to time. State Bank of India shall notify the Supplier of any amendments to existing instructions or additional instructions from a Client in relation to the processing of Personal Data in writing and Supplier shall promptly comply with such instructions.
- 3.3 Notwithstanding clause 3.1, the Supplier (and its Personnel) may process the Personal Data if it is required to do so by European Union law, Member State law or to satisfy any other legal obligations to which it is subject. In such circumstance, the Supplier shall notify State Bank of India of that requirement before it processes the Personal Data, unless the applicable law prohibits it from doing so.
- 3.4 The Supplier shall immediately notify State Bank of India if, in Supplier's opinion, State Bank of India's documented data processing instructions breach the Data Protection Legislation. If and to the extent the Supplier is unable to comply with any instruction received from State Bank of India, it shall promptly notify State Bank of India accordingly.
- 3.5 The purpose of the Supplier processing Personal Data is the performance of the Services pursuant to the Principal Agreement.

SECURITY MEASURES

- 3.6 The Supplier shall use appropriate technical and organizational measures to prevent the unauthorized or unlawful processing of Personal Data and protect against accidental loss or destruction of, or damage to, any Personal Data during processing activities. It shall implement and maintain the security safeguards and standards based on the IS policy of State Bank of India as updated and notified to the Supplier by State Bank of India from

time to time. The Supplier will not decrease the overall level of security safeguards and standards during the term of this Agreement without State Bank of India's prior consent.

PERSONAL DATA BREACH

- 3.7 Supplier shall notify State Bank of India without undue delay upon becoming aware of a Personal Data Breach, providing sufficient information to allow the Company to meet any obligations to report or inform Data Subjects (SBI NRI customers) of the Personal Data Breach under the Data Protection Laws.
- 3.8 Supplier shall co-operate with State Bank of India and take reasonable steps as are directed by the Company to assist in the investigation, mitigation and remediation of each such Personal Data Breach.

DATA TRANSFERS

- 3.9 The Supplier shall not transfer any Personal Data outside the India, European Union, the European Economic Area, or the UK (to the extent that the UK is no longer in the European Union or the European Economic Area), to a third country or to an international organization without the prior written consent of State Bank of India.
- 3.10 Adequate safeguards in the form of but not limited to, EU approved Standard Contractual Clauses, EU-US Privacy Shield must be adopted.

RECORDS

- 3.11 The Supplier shall maintain written records of its data processing activities pursuant to providing the Services to State Bank of India in accordance with Data Protection Legislation.

SUB PROCESSORS

- 3.12 The Supplier shall not use any Subcontractors or Sub processors without prior written authorization from State Bank of India. The Supplier shall provide State Bank of India with prior written (including email) notice before engaging a new Sub processor thereby giving State Bank of India an opportunity to object to such changes. If State Bank of India wishes to object to such new Sub processor, then State Bank of India may terminate the relevant Services without penalty by providing written notice of termination which includes an explanation of the reasons for such objection.
- 3.13 The Supplier shall include in any contract with its Sub processors who will process Personal Data on State Bank of India's behalf, obligations on such Sub processors which are no less onerous than those obligations imposed upon the Supplier in this Agreement relating to Personal Data. The Supplier shall be liable for the acts and omissions of its Sub processors to the same extent to which the Supplier would be liable if performing the services of each Sub processor directly under the terms of this Agreement.

DATA SUBJECT RIGHTS

- 3.14 Data subjects (SBI NRI customers) whose Personal Data is processed pursuant to this Agreement have the right to request access to and the correction, deletion or blocking of such Personal Data under Data Protection Legislation. Such requests shall be addressed

to and be considered by State Bank of India or its Client depending on who is the controller responsible for ensuring such requests are handled in accordance with Data Protection Legislation. The Supplier will implement appropriate technical and organizational measures to assist State Bank of India (as appropriate) in complying with their obligations relating to data subject requests.

DATA PROTECTION IMPACT ASSESSMENT AND PRIOR CONSULTATION

- 3.15 The Supplier shall provide reasonable assistance to State Bank of India or its Client, depending on who is the controller with any data protection impact assessments and prior consultations with Supervising Authorities or other competent data privacy authorities, in each case solely in relation to Processing of Personal Data by, and taking into account the nature of the Processing and information available to, the Processors.

AGREEMENT TERMINATION

- 3.16 Upon expiry or termination of this Agreement or the Services for any reason or State Bank of India's earlier request, the Supplier shall: (i) return to State Bank of India; and (ii) delete from all computer systems and other data storage systems, all Personal Data, provided that the Supplier shall not be required to return or delete all or part of the Personal Data that it is legally permitted to retain. The Supplier shall confirm to State Bank of India that it has complied with its obligation to delete Personal Data under this clause.

AUDIT

- 3.17 The Supplier shall make available to State Bank of India and any supervisory authority or their representatives the information necessary to demonstrate its compliance with this Agreement and allow for and contribute to audits and inspections by allowing State Bank of India, its Client, a supervisory authority or their representatives to conduct an audit or inspection of that part of the Supplier's business which is relevant to the Services [on at least an annual basis (or more frequently when mandated by a relevant supervisory authority or to comply with the Data Protection Legislation) and] on reasonable notice.

NOTIFY

- 3.18 The Supplier shall immediately and fully notify State Bank of India in writing of any communications the Supplier (or any of its Sub processors) receives from third parties in connection with the processing of the Personal Data, including (without limitation) subject access requests or other requests, notices or other communications from individuals, or their representatives, or from the European Data Protection Board, the UK's Information Commissioner's Office (in the case of the United Kingdom) and/or any other supervisory authority or data protection authority or any other regulator (including a financial regulator) or court.

4. STATE BANK OF INDIA'S OBLIGATIONS

State Bank of India shall:

- 4.1 in its use of the Services, process the Personal Data in accordance with the requirements of the Data Protection Legislation.

4.2 use its reasonable endeavors to promptly notify the Supplier if it becomes aware of any breaches or of other irregularities with the requirements of the Data Protection Legislation in respect of the Personal Data processed by the Supplier. IN WITNESS WHEREOF, this Agreement is entered into and becomes a binding part of the Principal Agreement with effect from the date first set out below.

State Bank of India

Signature _____

Name _____

Title _____

Date Signed _____

[Supplier]

Signature _____

Name _____

Title _____

Date Signed _____

Service Level Agreement

**AGREEMENT FOR OUTSOURCING OF SERVICES FOR
CENTRALIZED BACK OFFICE SET UP FOR FOREIGN OFFICES**

BETWEEN

STATE BANK OF INDIA

AND

Date of Commencement _____

Date of Expiry _____

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This Agreement (“Agreement”) is made at _____ (Place) on this _____ day of _____ 20__.

BETWEEN

State Bank of India, constituted under the State Bank of India Act, 1955 having its Corporate Centre and Central Office at State Bank Bhavan, Madame Cama Road, Nariman Point, Mumbai-21 through its AML-CFT Department hereinafter referred to as “**the Bank/ SBI**” which expression shall unless repugnant to the context or meaning thereof shall include its successors & assigns of the First Part;

AND

_____ a private/public limited company/LLP/Firm <strike off whichever is not applicable> the provisions of the Companies Act, 1956/ Limited Liability Partnership Act 2008/ Indian Partnership Act 1932 <strike off whichever is not applicable>, having its registered office at _____ hereinafter referred to as “**Service Provider/ Consultant**” which expression shall unless repugnant to the context or meaning thereof shall include its successor, executor & permitted assigns of the Second Part.

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

WHEREAS

- (i) The Bank is carrying on business in banking in India and overseas and desirous to avail services for hiring of resources to perform the work as specified under the Scope of work stated in Annexure
- (ii) Service Provider is in business of providing manpower resources and the Bank is desirous of availing the outsourcing services and the Service Provider has agreed to provide the services as may be required by the Bank mentioned in the Request for Proposal (RFP) No_IBG/OIS/2/2021-22/03 dated _____ issued by the Bank along with its clarifications/ corrigenda, referred hereinafter as a “RFP” and same shall be part of this Agreement.

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

1. DEFINITIONS AND INTERPRETATION

1.1 Definitions

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

- 1.1.1 “**The Bank**” shall mean the State Bank of India (including domestic branches and foreign offices).
- 1.1.2 “**Confidential Information**” has the meaning set out in Section 9;
- 1.1.3 “**Deficiencies**” shall mean defects arising from non-conformity with the mutually agreed specifications and/or failure or non-conformity in the Scope of the Services.
- 1.1.4 Service" means services to be provided as per the requirements specified in the Agreement and any other incidental services and other obligations of the Service Provider covered under the Agreement.

- 1.1.5 “Resources /Deployed personnel “ is defined as a person handling the process support function including 1st level of escalation & direct supervisory support operating 8 hours a day (excluding one hour lunch break) x 6 days a week, based on process requirement operating for 184 hours in a month on an average
- 1.1.6 “**Effective Date**” shall mean the date on which this Agreement takes effect.
- 1.1.7 “**Intellectual Property Rights**” shall mean and include (a) copyrights and all renewals thereof; (b) trademarks, trade names, service marks, service names, logos and corporate names, both primary and secondary, together with all goodwill associated therewith and including, without limitation, all translations, adaptations, combinations and derivations of each of the foregoing, (c) trade secrets and other confidential information (including proposals, financial and accounting data, business and marketing plans, customer and supplier lists and related information); (d) all other intellectual property, including but not limited to design rights, trade names, information technology, domain names; and (e) all registrations and applications for registration, extension or renewal filed anywhere in the world for each of the foregoing;
- 1.1.8 “**Total Project Cost**” means the price payable to Service Provider over the entire period of Agreement (i.e. Rs. _____ <in words>) for the full and proper performance of its contractual obligations
- 1.1.9 “**Purchase Order (PO)**” shall mean PO NO. _____ dated _____ issued to Service Provider.
- 1.1.10 “**Reports**” shall mean the reports, materials, presentations or other communications, written or otherwise, in draft or final form, provided by Service Provider in terms of this Agreement.
- 1.1.11 “**Request for Proposal (RFP)**” shall mean RFP NO. IBG/OIS/2/2021-22/03 dated _____ along with its clarifications/ corrigenda issued by the Bank time to time.

1.2 INTERPRETATION

In construing the Agreement:

- 1.1.1 Reference to a person includes any individual, firm, body corporate, association (whether incorporated or not) and authority or agency (whether government, semi government or local).
- 1.1.2 The singular includes the plural and vice versa.
- 1.1.3 Reference to any gender includes all other genders.
- 1.1.4 The provisions of the contents table, headings, clause numbers, italics, bold print and underlining is for ease of reference only and shall not affect the interpretation of this Agreement.
- 1.1.5 The Schedules, Annexures and Appendices to this Agreement shall form part of this Agreement.
- 1.1.6 A reference to any documents or agreements (and, where applicable, any of their respective provisions) means those documents or agreements as amended, supplemented or replaced from time to time provided they are amended, supplemented or replaced in the manner envisaged in the relevant documents or agreements.
- 1.1.7 A reference to any statute, regulation, rule or other legislative provision includes any amendment to the statutory modification or re-enactment or, legislative provisions substituted for, and any statutory instrument issued under that statute, regulation, rule or other legislative provision.

- 1.1.8 Any agreement, notice, consent, approval, disclosure or communication under or pursuant to this Agreement is to be in writing.
- 1.1.9 The terms not defined in this agreement shall be given the same meaning as given to them in the RFP. If no such meaning is given technical words shall be understood in technical sense in accordance with the industrial practices.

2 COMMENCEMENT & TERM

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

3 SCOPE OF SERVICES

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

4 REPRESENTATIONS AND WARRANTIES

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

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

4.2 Additional Representation and Warranties by Service Provider

- 4.2.1 Service Provider shall perform the Services and carry out its obligations under the Agreement with due diligence, efficiency and economy, in accordance with generally accepted techniques and practices used in the industry and with professional standards recognized by international professional bodies and shall observe sound management practices. It shall employ appropriate advanced technology and safe and effective equipment, machinery, material and methods.

- 4.2.2 Service Provider has the requisite technical and other competence, sufficient, suitable, qualified and experienced manpower/personnel and expertise in providing the Services to the Bank.
- 4.2.3 Service Provider has valid and subsisting rights to all data, modules, components, designs, utilities, subsets, objects, programme listings, tools, models, methodologies, programmes, systems analysis frameworks, leading practices, and specifications sought to be used by it in relation to the provision of the Services.
- 4.2.4 Service Provider warrants that to the best of its knowledge, Services and Deliverables provided by Service Provider to the Bank do not violate or infringe any patent, copyright, trademarks, trade secrets or other Intellectual Property Rights of any third party.
- 4.2.5 Service Provider shall duly intimate to the Bank immediately, the changes, if any in the constitution of Service Provider.
- 4.2.6 Service Provider shall make all reasonable endeavors to provide the Services promptly and diligently, as provided under the terms of this Agreement. Service Provider also undertakes to make best efforts that no delays or disruption is caused in the execution or completion of the Services and that no additional costs are incurred by the Bank in relation to the Services. Service Provider agrees that it shall cause its Consultancy Team, including the Key Personnel, Professional personnel and support personnel to strictly adhere to the project plans/ scope of work and the standards.
- 4.2.7 Service Provider shall ensure that all persons, employees, workers and other individuals engaged by Service Provider or sub-contracted (if allowed) by Service Provider in rendering the services for this Agreement have undergone proper background check, police verification and other necessary due diligence checks to examine their antecedence and ensure their suitability for such engagement. No person shall be engaged by Service Provider unless such person is found to be suitable in such verification and Service Provider shall retain the records of such verification and shall produce the same to the Bank as when requested.

5 RESPONSIBILITIES OF THE BANK

- 5.1 The Bank shall designate a competent employee or employees, preferably within senior management, to be responsible for the completion of the Services contemplated under this Agreement and the supervision of the implementation of the Project Plan (“Nodal Officer”).
- 5.2 The Nodal Officer shall assist Service Provider in coordinating meetings/workshops with the relevant Heads of Departments and escalate issues/delays to the appropriate senior management and such Project Representative shall be Service Provider’s primary point of contact for the purposes of this Agreement. All communications to Service Provider shall be made solely by the Nodal Officer, on behalf of the Bank.
- 5.3 The Bank shall actively participate in providing required inputs and assessments required by the Service Provider in providing the Services in terms of this Agreement and the implementation of the Project Plan and validate and provide its acceptance for all Reports on a timely basis, if such Reports are in a form and manner that is acceptable to the Bank.
- 5.4 The Bank shall provide Service Provider access to relevant documents/manuals/records as may be reasonably requested and required by the Consultancy Team in relation to the provision of the Services contemplated in terms of this Agreement.
- 5.5 Client shall provide 30 days advance intimation for increasing or decreasing the resources of 30% of the number of resources deployed. For any increase or decrease beyond 30% of the number of resources Client shall provide a 60 days’ notice for recruitment /termination

6 RESPONSIBILITIES OF SERVICE PROVIDER

- 6.1 Consultancy Team- For the purposes of the Services contemplated in terms of this Agreement and for the effective implementation of the project plan, Service Provider agrees and undertakes to nominate the following:
- 6.1.1 _____ “Key Personnel” one of whom will be overall in-charge of the project and shall discharge his /her respective responsibilities. The Key Personnel should be working on the project from SBI location throughout the period of engagement; and
- 6.1.2 Another Key Person will act as the manager in respect of the provision of the Services contemplated in terms of this Agreement and the implementation of the Project Plan. This Key Personnel shall also be working on the project from SBI location throughout the period of engagement.
- 6.1.3 In addition to Key Personnel, the consultancy team shall comprise of experts and specialists (the “Professional Personnel”) in their respective areas of expertise and managerial/support staff (the “Support Personnel”) such that the Consultant should be able to complete the Consultancy within the specified time schedule.
- 6.2 A detailed list of all the members of the team, including the Key Personnel, Professional Personnel and Support Personnel (“Service Provider”) is set out in **Annexure C** hereto. Escalation Matrix sheet is attached as Annexure C(A)
- 6.3 Service Provider for itself and on behalf of all the resources outsourced hereby agrees to abide by the confidentiality obligations as set forth in this Agreement.
- 6.4 The service provider should be able to provide the additional resources within the time period specified under 5.5 above. Service Provider shall provide free replacement of resources (associates & support staff) in case of voluntary separation/attrition below 180 days from the date of deployment. If any of the support staff exists between 181-365 days, then the recruitment fees for the replacement will be charged at mutually agreed rates.

7 FEES, TAXES DUTIES AND PAYMENTS

- 7.1 Service Provider shall be paid fees and charges in the manner detailed in hereunder, the same shall be subject to deduction of income tax thereon wherever required under the provisions of the Income Tax Act by the Bank. The remittance of amounts so deducted and issuance of certificate for such deductions shall be made by the Bank as per the laws and regulations for the time being in force. Nothing in the Agreement shall relieve Service Provider from his responsibility to pay any tax that may be levied in India on income and profits made by Service Provider in respect of this Agreement.
- 7.1.1 The Bank agrees to pay the fees as set out in **Annexure B** (“Fees”) to Service Provider for the Services being rendered by it, in the manner set out in this Agreement.
- 7.1.2 The Parties agree that the Fees payable in respect of a stage shall be paid as per the detailed billing schedule set out in **Annexure B**.
- 7.1.3 The Parties agree that all Fees will be billed by and payable in Indian rupees at Mumbai. The Bank will pay properly submitted valid invoices within reasonable period but not exceeding 30 (thirty) days after its receipt thereof.
- 7.1.4 The Bank may withhold payment of any Services that it disputes in good faith, and may set-off penalty amount or any other amount which Service Provider owes to the Bank against amount payable to Service Provider under this Agreement. However, before levying penalty or recovery of any damages, the Bank shall provide a written notice to Service Provider indicating the reasons for such penalty or recovery of damages. Service Provider shall have the liberty to present its case in writing together with documentary evidences, if any, within 21 (twenty one) days. Penalty or damages, if any, recoverable from Service Provider shall be recovered by the Bank through a credit note or revised invoices. In case Service Provider fails

to issue credit note/ revised invoice, the Bank shall have right to withhold the payment or set-off penal amount from current

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

8 INTELLECTUAL PROPERTY RIGHTS

- 8.1 The Parties agree that all data or information supplied by the Bank to Service Provider and/or the Consultancy Team in connection with the provision of Services by it shall remain the property of the Bank or its licensors.
- 8.2 Any licensed material used by Service Provider for performing Services or developing Work Product for the Bank, Service Provider should have right to use as well as right to license for the outsourced services. The Bank shall not be liable for any license or IPR violation on the part of Service Provider.
- 8.3 Subject to clause 8.4 and 8.5 of this Agreement, Service Provider shall, at its own expenses without any limitation, indemnify and keep fully and effectively indemnified the Bank against all costs, claims, damages, demands, expenses and liabilities of whatsoever nature arising out of or in connection with all claims of infringement of Intellectual Property Rights, including patent, trademark, copyright, trade secret or industrial design rights of any third party arising from the Services or use of Work Product or any part thereof in India or abroad under this Agreement.
- 8.4 The Bank will give (a) notice to Service Provider of any such claim without delay/provide reasonable assistance to Service Provider in disposing of the claim; (b) sole authority to defend and settle such claim and; (c) will at no time admit to any liability for or express any intent to settle the claim provided that (i) Service Provider shall not partially settle any such claim without the written consent of the Bank, unless such settlement releases the Bank fully from such claim, (ii) Service Provider shall promptly provide the Bank with copies of all pleadings or similar documents relating to any such claim, (iii) Service Provider shall consult with the Bank with respect to the defense and settlement of any such claim, and (iv) in any litigation to which the Bank is also a party, the Bank shall be entitled to be separately represented at its own expenses by counsel of its own selection.
- 8.5 Service Provider shall have no obligations with respect to any infringement claims to the extent that the infringement claim arises or results from: (i) Service Provider's compliance with the Bank's specific technical designs or instructions (except where Service Provider knew or should have known that such compliance was likely to result in an infringement claim and Service Provider did not inform the Bank of the same); or (ii) any unauthorized modification or alteration of the Deliverable by the Bank.
- 8.6 All Work Product prepared by the Service Provider in performing the Services shall become and remain the sole and exclusive property of the Bank and all Intellectual Property Rights in such Work Product shall vest with the Bank. Any Work Product, of which the ownership or the Intellectual Property Rights do not vest with the Bank under law, shall automatically stand assigned to the Bank as and when such Work Product is created and the Consultant agrees to execute all papers and to perform such other acts as the Bank may deem necessary to secure its rights herein assigned by the Consultant. The Work Product shall not be used for any purpose other than intended under the scope of work, without prior written consent of the Bank.
- 8.7 In the event that Consultant integrates any work that was previously created by the Consultant into any Work Product, the Consultant shall grant to, and the Bank is hereby granted, a worldwide, royalty-free, perpetual, irrevocable license to utilize the incorporated items,

including, but not limited to, any and all copyrights, patents, designs, trade secrets, trademarks or other Intellectual Property Rights, in connection with the Work Product.

9 CONFIDENTIALITY

- 9.1 For the purpose of this Agreement, Confidential Information shall mean (i) information of all kinds, whether oral, written or otherwise recorded or in electronic form including, without limitation, any analyses, compilations, forecasts, data, studies or other documents, regarding the past, current or future affairs, business, plans or operations of a Party to which the other Party will have access, (ii) the existence of the contemplated terms and the fact that discussions or negotiations are taking place or have taken place between the Parties concerning the contemplated terms, (iii) any and all information regarding the contemplated terms and any agreements that may be entered into in relation thereto and (iv) any customer details or other data received by a Party from the other Party or its customer(s) or otherwise shared between the Parties in connection with the Service.
- 9.2 In consideration of each Party providing the other Party or its' representatives with the Confidential Information, the Parties agree as follows:
- 9.2.1. Each Party shall keep confidential and shall not, directly or indirectly, disclose, except as provided in sub-clauses below, in any manner whatsoever, in whole or in part, the Confidential Information without the other Party's prior written consent.
- 9.2.2. Each Party shall hold the Confidential Information in confidence and shall exercise all reasonable diligence in ensuring that the Confidential Information is not disclosed to third parties and will refrain from using the Confidential Information for any purpose whatsoever other than for the purposes of this Agreement or for the purpose for which such information is supplied.
- 9.2.3. Notwithstanding the above, each Party may reveal the Confidential Information to those of its representatives, those of its' holding company and those of its subsidiaries who are involved in the negotiation or evaluation of the project, and shall procure and ensure that each of them complies with the obligation to keep the Confidential Information secret, private and confidential and strictly observes the terms of this Agreement.
- 9.2.4. The confidentiality obligation shall not apply to such portions of the Confidential Information which one of the Parties can demonstrate (i) are or become generally available to the public other than as a result of any breach of this Agreement, (ii) were in its possession on a non-confidential basis prior to the date hereof, (iii) have been rightfully received from a third party after the date hereof without restriction on disclosure and without breach of this Agreement, said third party being under no obligation of confidentiality to the other Party with respect to such Confidential Information, or is developed by the receiving party independently without any reference or use of disclosing party's Confidential Information.
- 9.2.5. In the event that a Party becomes legally compelled pursuant to any statutory or regulatory provision, court or arbitral decision, governmental order, or stock exchange requirements to disclose any of the Confidential Information, the compelled Party, as far as possible will provide the other Party with prompt written notice to the extent not prohibited by law. In any case, the compelled Party will furnish only that portion of the Confidential Information which is legally required and will exercise all reasonable efforts to obtain reliable assurance that confidential treatment will be accorded to the Confidential Information.
- 9.2.6. In the event of termination or expiry of this Agreement, each Party shall either (i) promptly destroy all copies of the written (including information in electronic form) Confidential Information in its possession or that of its representatives; or (ii) promptly deliver to the other Party at its own expense all copies of the written Confidential Information in its possession or that of its representatives, provided, however, each Party shall be permitted to retain one copy of the Confidential Information for the purposes of dispute resolution, compliance with regulatory

agency or authority and internal compliance procedures, provided such copies being held and kept confidential.

- 9.2.7. By furnishing the Confidential Information, no Party makes an express or implied representation or warranty as to the accuracy or completeness of the Confidential Information that it has disclosed and each Party expressly disclaims any liability that may be based on the Confidential Information, errors therein or omissions there from, save in the case of fraud or willful default.
- 9.3. Receiving party undertakes to promptly notify disclosing party in writing any breach of obligation of the Agreement by its employees or representatives including confidentiality obligation. Receiving party acknowledges that monetary damages may not be the only and / or a sufficient remedy for unauthorized disclosure of Confidential Information and that disclosing party shall be entitled, without waiving any other rights or remedies, to injunctive or equitable relief as may be deemed proper by a Court of competent jurisdiction.
- 9.4. Service Provider shall not, without the Bank's prior written consent, disclose the Agreement, or any provision thereof, or any specification, plan, drawing, pattern, sample or information furnished by or on behalf of the Bank in connection therewith, to any person other than a person employed by Service Provider in the Performance of the Contract. Disclosure to any such employed person shall be made in confidence and shall extend only so far, as may be necessary to purposes of such performance.
- 9.5. Service Provider shall not, without the Bank's prior written consent, make use of any document or information received from the Bank except for purposes of performing the services and obligations under this Agreement.
- 9.6. Any document received from the Bank shall remain the property of the Bank and subject to clause 9.2.6 shall be returned (in all copies) to the Bank on completion of Service Provider's performance under the Agreement.
- 9.7. The foregoing obligations (collectively referred to as "Confidentiality Obligations") set out in this Agreement shall survive the term of this Agreement and for a period of (five) years thereafter provided Confidentiality Obligations with respect to individually identifiable information, customer's data of Parties or software in human-readable form (e.g., source code) shall survive in perpetuity.

10 RELATIONSHIP BETWEEN THE PARTIES

- 10.1 It is specifically agreed that Service Provider shall act as independent service provider and shall not be deemed to be the Agent of the Bank except in respect of the transactions/services which give rise to Principal - Agent relationship by express agreement between the Parties.
- 10.2 Neither Service Provider nor its employees, agents, representatives, Sub-Contractors shall hold out or represent as agents of the Bank.
- 10.3 None of the employees, representatives or agents of Service Provider shall be entitled to claim permanent absorption or any other claim or benefit against the Bank.
- 10.4 This Agreement shall not be construed as joint venture. Each Party shall be responsible for all its obligations towards its respective employees. No employee of any of the two Parties shall claim to be employee of other Party.
- 10.5 All the obligations towards the employee(s) of a Party on account of personal accidents while working in the premises of the other Party shall remain with the respective employer and not on the Party in whose premises the accident occurred unless such accidents occurred due to gross negligent act of the Party in whose premises the accident occurred.
- 10.6 For redressal of complaints of sexual harassment at workplace, Parties agree to comply with the policy framed by the Bank (including any amendment thereto) in pursuant to the Sexual

Harassment of Women at Workplace (Prevention, Prohibition and Redressal) Act, 2013 including any amendment thereto.

11 SUB-CONTRACTING

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

12 LIQUIDATED DAMAGES

If Service Provider fails to perform any or all the Services within the stipulated time, schedule as specified in this Agreement, the Bank may, without prejudice to its other remedies under the Agreement, and unless otherwise extension of time is agreed upon without the application of liquidated damages, deduct from the Project Cost, as liquidated damages, a sum equivalent to 5% of the monthly billing amount for delay of each week or part thereof maximum up to 25% of total monthly billing. Once the maximum is reached, the Bank may consider termination of Agreement. .

13 COMPLIANCE WITH LAWS.

- 13.1 Service Provider agrees and declares that it shall be the sole responsibility of Service Provider to comply with the provisions of all the applicable laws, concerning or in relation to rendering of Services by Service Provider as envisaged under this agreement.
- 13.2 Service Provider shall procure and maintain all necessary licenses, permissions, approvals from the relevant authorities under the applicable laws throughout the currency of this Agreement, require for performing the Services under this Agreement.
- 13.3 Service Provider shall be solely liable & responsible for compliance of applicable Labour Laws in respect of its employee, agents, representatives and sub-Contractors (if allowed) and in particular laws relating to terminal benefits such as Pension, Gratuity, Provident Fund, Bonus or other benefits to which they may be entitled and the laws relating to Contract Labour, Minimum Wages, etc., and the Bank shall have no liability in these regards.
- 13.4 Service Provider shall cooperate fully with any legitimately provided/ constituted body conducting inquiry into processing and execution of this Agreement/ any other matter related with discharge of contractual obligations by Service Provider.
- 13.5 Service Provider confirms that it has full authority to enter into this Agreement and render the Services as envisaged under this Agreement and all Corporate or other necessary approvals have been obtained for entering into this Agreement with the Bank. Further, the persons executing this Agreement on behalf of Service Provider have full authority and power to execute this Agreement and bind Service Provider.

14 GOVERNING LAW AND DISPUTE RESOLUTION

14.1 Governing Law and Jurisdiction

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

15 GENERAL INDEMNITY

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

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

16 CONFLICT OF INTEREST

- 16.1 Service Provider shall not receive any remuneration in connection with the assignment except as provided in the Contract.
- 16.2 Service Provider shall provide professional, objective and impartial advice and at all times hold the Bank's interests paramount, strictly avoiding conflicts with other assignment(s)/job(s) or their own corporate interests, and act without any expectation/consideration for award of any future assignment(s) from the Bank. Service Provider shall avoid any conflict of interest while discharging contractual obligations and bring, beforehand, any possible instance of conflict of interest to the knowledge of the Bank, while rendering Services under the Agreement.

17 LIMITATION ON LIABILITY

- 17.1 The maximum aggregate liability of Service Provider, subject to clause 18.3, in respect of any claims, losses, costs or damages arising out of or in connection with this Agreement shall not exceed the Annual Billing /Project Cost.
- 17.2 Under no circumstances shall either Party be liable for any indirect, consequential or incidental losses, damages or claims including loss of profit, loss of business or revenue.
- 17.3 The limitations set forth in Clause 18.1 shall not apply with respect to:
- (i) claims that are the subject of indemnification pursuant to Clause 8 i.e. infringement of third party Intellectual Property Rights;
 - (ii) damage(s) occasioned by the Gross Negligence or Willful Misconduct of Service Provider;
 - (iii) damage(s) occasioned by Service Provider for breach of Confidentiality Obligations mentioned under this Agreement;
 - (iv) Regulatory or statutory fines imposed by a Government or Regulatory agency for non-compliance of statutory or regulatory guidelines applicable to the Bank, provided such guidelines were brought to the notice of Service Provider.

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

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

18 POWER TO VARY OR OMIT WORK

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

RIGHT TO AUDIT

- 18.3 It is agreed by and between the parties that Service Provider shall be subject to annual audit by internal/ external Auditors appointed by the Bank/ inspecting official from the Reserve Bank of India or any regulatory authority, covering the risk parameters finalized by the Bank/ such auditors in the areas of products and Services etc. provided to the Bank and Service Provider shall submit such certification by such Auditors to the Bank. Service Provider and or his / their outsourced agents / sub – contractors (if allowed by the Bank) shall facilitate the same. The Bank can make its expert assessment on the efficiency and effectiveness of the security, control, risk management, governance system and process created by Service Provider. Service Provider shall, whenever required by such Auditors, furnish all relevant information, records/data to them. All costs for such audit shall be borne by the Bank. Except for the audit done by Reserve Bank of India or any statutory/regulatory authority, the Bank shall provide reasonable notice not less than 7 (seven) days to Service Provider before such audit and same shall be conducted during normal business hours.
- 18.4 Where any Deficiency has been observed during audit of Service Provider on the risk parameters finalized by the Bank or in the certification submitted by the Auditors, it is agreed upon by Service Provider that it shall correct/ resolve the same at the earliest and shall provide all necessary documents related to resolution thereof and the auditor shall further certify in respect of resolution of the Deficiencies. It is also agreed that Service Provider shall provide certification of the auditor to the Bank regarding compliance of the observations made by the auditors covering the respective risk parameters against which such Deficiencies observed.
- 18.5 Service Provider further agrees that whenever required by the Bank, it will furnish all relevant information, records/data to such auditors and/or inspecting officials of the Bank/ Reserve Bank of India and/or any regulatory authority (ies). The Bank reserves the right to call for and/or retain any relevant information / audit reports on financial and security reviews with their findings undertaken by Service Provider. However, Service Provider shall not be obligated to provide records/ data not related to Services under the Agreement (e.g. internal cost breakup etc.).

19 TERMINATION

- 19.1 The Bank may, without prejudice to any other remedy for breach of Agreement, by written notice of not less than 30 (thirty) days, terminate the Agreement in whole or in part:
- (i) If Service Provider fails to deliver any or all the obligations within the time period specified in the Agreement, or any extension thereof granted by the Bank;
 - (ii) If Service Provider fails to perform any other obligation(s) under the Agreement;
 - (iii) Violations of any terms and conditions stipulated in the RFP;
 - (iv) On happening of any termination event mentioned herein above in this Agreement.

Prior to providing a written notice of termination to Service Provider under clause 21.1 (i) to 21.1 (iii), the Bank shall provide Service Provider with a written notice of 30 (thirty) days to cure such breach of the Agreement. If the breach continues or remains unrectified after expiry of cure period, the Bank shall have right to initiate action in accordance with above clause.

- 19.2 The Bank, by written notice of not less than 90 (ninety) days, may terminate the Agreement, in whole or in part, for its convenience. In the event of termination of the Agreement for the Bank's convenience, Service Provider shall be entitled to receive payment for the Services rendered (delivered) up to the effective date of termination.
- 19.3 In the event the Bank terminates the Agreement in whole or in part for the breaches attributable to Service Provider, it may procure, upon such terms and in such manner as it deems appropriate, Services similar to those undelivered, and subject to clause 18 Service Provider shall be liable to the Bank for any increase in cost for such similar Services. However, Service Provider shall continue performance of the Agreement to the extent not terminated.
- 19.4 The Bank shall have a right to terminate the Agreement immediately by giving a notice in writing to Service Provider in the following eventualities:
- 19.4.1 If any Receiver/Liquidator is appointed in connection with the business of Service Provider or Service Provider transfers substantial assets in favour of its creditors or any orders / directions are issued by any Authority / Regulator which has the effect of suspension of the business of Service Provider.
- 19.4.2 If Service Provider applies to the Court or passes a resolution for voluntary winding up or or any other creditor / person files a petition for winding up or dissolution of Service Provider.
- 19.4.3 If any acts of commission or omission on the part of Service Provider or its agents, employees, sub-contractors or representatives, in the reasonable opinion of the Bank tantamount to fraud or prejudicial to the interest of the Bank or its employee(s).
- 19.4.4 Any document, information, data or statement submitted by Service Provider in response to RFP, based on which Service Provider was considered eligible or successful, is found to be false, incorrect or misleading.
- 19.5 In the event of termination of the Agreement for material breach, the Bank shall have the right to report such incident in accordance with the mandatory reporting obligations under the applicable law or regulations.
- 19.6 Upon termination or expiration of this Agreement, all rights and obligations of the Parties hereunder shall cease, except such rights and obligations as may have accrued on the date of termination or expiration; the obligation of confidentiality and indemnity; obligation of payment; Governing Law clause; Dispute resolution clause; and any right which a Party may have under the applicable law.

20 CONTINGENCY PLANS & CONTINUITY ARRANGEMENTS

- 20.1 Service Provider shall arrange and ensure proper contingency plans to meet any unexpected obstruction to Service Provider or any employees or sub-contractors (if allowed) of Service Provider in rendering the Services or any part of the same under this Agreement to the Bank.
- 20.2 Service Provider agrees for the following continuity arrangements to ensure the business continuity of the Bank.
- 20.2.1 In the event of failure of Service Provider to render the Services or in the event of termination of Agreement or expiry of term or otherwise, without prejudice to any other right, the Bank at its sole discretion may make alternate arrangement for getting the Services contracted with another vendor. In such case, the Bank shall give prior notice to the existing Service Provider. The existing Service Provider shall continue to provide services as per the terms of the Agreement until a 'New Service Provider' completely takes over the work.
- 20.2.2 During the transition phase, the existing Service Provider shall render all reasonable assistances to the new Service Provider within such period prescribed by the Bank, at no extra cost to the Bank, for ensuring smooth switch over and continuity of Services, provided where transition services are required by the Bank or New Service Provider beyond the term of this Agreement, reasons for which are not attributable to Service Provider, payment shall be made to Service Provider for such additional period on the same rates and payment terms as specified in this Agreement. If existing vendor is found to be in breach of this obligation, they shall be liable for paying a penalty of Rs. _____ on demand to the Bank, which may be settled from the payment of invoices or bank guarantee for the contracted period.

21 FORCE MAJEURE

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

22 SEVERABILITY

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

achieves to the greatest extent possible the economic, legal and commercial objectives of the invalid or unenforceable provision.

23 ENTIRE AGREEMENT

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

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

23.2.1 This Agreement;

23.2.2 Annexure of Agreement;

23.2.3 Purchase Order No. _____ dated _____; and

23.2.4 RFP

23.2.5

24 NOTICE

24.1 Any notice or any other communication required to be given under this Agreement shall be in writing and may be given by delivering the same by hand or sending the same by prepaid registered mail, postage prepaid, telegram or facsimile to the relevant address set forth below or such other address as each Party may notify in writing to the other Party from time to time. Any such notice given as aforesaid shall be deemed to be served or received at the time upon delivery (if delivered by hand) or upon actual receipt (if given by postage prepaid, telegram or facsimile).

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

24.3 Address for communication to the Parties are as under:

24.3.1 Communications to the Bank:

24.3.2 Communications to Service Provider:

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

25 MISCELLANEOUS

- 25.1 Any provision of this Agreement may be amended or waived, if, and only if such amendment or waiver is in writing and signed, in the case of an amendment by each party, or in this case of a waiver, by the Party against whom the waiver is to be effective.
- 25.2 No failure or delay by any Party in exercising any right, power or privilege hereunder shall operate as a waiver thereof nor shall any single or partial exercise of any other right, power or privilege. The rights and remedies herein provided shall be cumulative and not exclusive of any rights or remedies provided by law.
- 25.3 Neither this Agreement nor any provision hereof is intended to confer upon any person/s other than the Parties to this Agreement any rights or remedies hereunder.
- 25.4 If this Agreement is signed in counterparts, each counterpart shall be deemed to be an original.
- 25.5 Service Provider shall not assign or transfer all or any of its rights, benefits or obligations under this Agreement without the approval of the Bank. The Bank may, at any time, assign or transfer all or any of its rights, benefits and obligations under this Agreement.
- 25.6 Service Provider agrees that it shall not use the logo, trademark, copy rights or other proprietary rights of the Bank in any advertisement or publicity materials or any other written communication with any other party, without the prior written consent of the Bank.
- 25.7 During the term of this Agreement and for a one year thereafter, neither party shall (either directly or indirectly through a third party) employ, solicit to employ, cause to be solicited for the purpose of employment or offer employment to any employee/s or sub-contractor/s of the other party, or aid any third person to do so. However, nothing in this clause shall affect the Bank’s regular recruitments as per its recruitment policy and not targeted to the employees of Service Provider.
- 25.8 Service Provider agrees that the Bank shall have the right to disclose the details of this Agreement and the details of Services covered herein to the Reserve Bank of India and Indian Banks Association.

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

State Bank of India

Service Provider

By:

By:

Name:

Name:

Designation:

Designation:

Date:

Date:

WITNESS:

1.

1.

2.

2.

ANNEXURE A

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

SCOPE OF WORK /REQUIREMENT

PROCESSES TO BE OUTSOURCED

1.1 Customer and Account management (includes all demand and time Deposits.

Customer setup and maintenance

- a) Deposit opening
- b) Nomination
- c) Deposit unlocking
- d) Deposit handling with/without passbook/cheque book
- e) Static data updates
- f) Mandate updates
- g) Customer query handling/investigation
- h) Account closures

1.2 Remittances and Collections

- a) Handling Requests
- b) Query investigation

1.3 Cheque Management

- c) Cheque book issue/dispatch/cancellation/stop payments etc
- d) Enquiries

1.4 Trade Finance

- a) Letter of Credit (issue, amend, advise, confirm, close, cancellation etc.)
- b) Bank Guarantees /Standby letter of credit (establish, amend, advise,confirm, close cancellation etc.)
- c) Inward and Outward Bill discounting collection, purchase, reversals etc
- d) Short term credit / trade credit

1.5 Nostro / Vostro Reconciliation

- a) Data/File/SWIFT Message upload (from external sources)
- b) Data Entry (adjustment entries)
- c) Data Mapping
- d) Monitoring and follow up of un-reconciled entries

1.6 Loans processing

- a) Loan account opening
- b) Loan maintenance
- c) Loan account closing

1.7 ATM cum Debit cards

- a) Application Processing
- b) Card Management (cancellation etc.)
- c) Clearing and settlement

The above list is not exhaustive, and the Bank reserves the right to add/delete/modify the list.

Expected Accuracy Levels and Training

- Existing Processes (Stabilized): The Service Provider shall maintain a minimum performance level of 95% (on Turn Around Time (TAT) for STP cases and Accuracy factors in respect of processing of transactions and preparation of various reports) on month-on-month basis to meet the desired service level within the projected volumes and projected rework rates. The performance level for TAT shall be distinct for “straight through processing” (STP) cases and repaired (non-STP) cases which shall be communicated by the Bank in performance metrics.
- The Service Provider shall send periodic reports to the Bank in respect of various performance measures as mutually agreed between parties from time to time. The Service Provider shall send quarterly customer survey to be filled by the Bank, which it shall send back to Service Provider. This survey shall act as formal performance level feedback to the Service Provider.
- New Processes / New Products (yet to be stabilized): The Service Provider shall endeavor to achieve minimum performance level of 95% (as above) within period of 45 days from date of operationalization of new process (recently migrated) / new product. The measurement of level of performance (i.e. 95%) shall not apply during the above period.
- Failure Rates For not meeting the SLA/TAT: The SLA’s and Failure Rates will be classified and measured as detailed under:
 - Target level for critical errors will be less than 2%
- The Service Provider will have an adequate training module covering various operational aspects relating to performance of the Services. The Bank shall review such training module at least twice a year.
- The Service Provider must ensure that the designated staffs are trained; and are competent and knowledgeable to handle processing of different products.
- The Bank would be responsible for communication and Training to Service Provider for the processes to be off-shored.

ANNEXURE B

Fees

Pricing

The Bank shall pay the consideration to the Service Provider as per the below table:

ANNEXURE C

Escalation Matrix and List of Key Members of the Service Providers to be contacted

| Sr. no | Name | Designation | Role | Mail ID | Contact No/Mobile No |
|---------------|-------------|--------------------|-------------|----------------|-----------------------------|
| | | | | | |
| 1 | | | | | |
| 2 | | | | | |
| 4 | | | | | |
| 5 | | | | | |
| 6 | | | | | |
| 7 | | | | | |
| 8 | | | | | |
| 9 | | | | | |

**ANNEXURE D
Penalties**

Penalty for non-completion of project as per timelines:

In the event the Service Provider is not able to provide the requisite number of resources within the timeline agreed and expressly stated in the SLA agreement the Bank will be levying penalties as under

| | | |
|---|--|--|
| 1 | If Service provider fails to deliver 30% of the additional resources indented within 30 days of requirement notice | 15% cut on the Management fee of the month when the resource/s were to be deployed |
| 2 | If Service provider fails to deliver 30% of the additional resources indented within 60 days of requirement notice | 30% cut on the Management fee of the month when the resource/s were to be deployed |

The penalty will be levied on the entire total Management fee for the particular month

The penalty will be levied only when the cause of delay can be totally attributable to the Service provider