



**REQUEST FOR PROPOSAL FOR SELECTION OF CONSULTANT
SBI- WORLD BANK RESIDENTIAL GRID CONNECTED ROOFTOP SOLAR PV
PROGRAM ENGAGEMENT OF INDEPENDENT VERIFICATION AGENCY**

**RFP REFERENCE NO. SBI/ESG&CFU/WB/RES/IVA/01/2025
DATED: 13.11.2025**

**STATE BANK OF INDIA,
ESG & CLIMATE FINANCE UNIT, CORPORATE CENTER,
1st Floor, MITTAL TOWER 'C',
MADAME CAMA ROAD, NARIMAN POINT,
MUMBAI – 400 021**

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1. SCHEDULE OF EVENTS

SI No	Particulars	Remarks
1	Contact details of issuing department (Name, Designation, Mobile No., Email and office address for sending any kind of correspondence regarding this RFP)	Name: Mr. Pratyush Mehrotra Designation: Deputy General Manager Email ID: dgm3.esgcfu@sbi.co.in Contact Address: State Bank of India ESG & Climate Finance Unit, Corporate Centre 1st Floor, Mittal Tower 'C' Block Madame Cama Road, Mumbai-400021 Contact Number: 022-69940103
2	Bid Document Availability including changes/amendments, if any to be issued	13.11.2025 to 05.12.2025 RFP may be downloaded from Bank's website https://sbi.bank.in/web/sbi-in-the-news/procurement news & Also available at M/s e-Procurement Technologies Ltd., e-Procurement agency's portal https://etender.sbi/SBI/ Corrigendum/ clarifications, if any, will be posted on the above website and bank's official website: https://bank.sbi after pre bid meeting. Tenderers are requested to check the above sites before submitting the tender.
3	Last date for requesting clarification	Up to 11.00 AM on 19.11.2025

		All communications regarding points / queries requiring clarifications shall be given in writing or by e-mail.
4	Pre - bid Meeting	From 4.00 PM to 5.00 PM on 19.11.2025 through online meeting. Meeting link will be shared later.
5	Clarifications to queries raised at pre-bid meeting will be provided by the Bank.	On 19.11.2025
6	Last date and time for Bid submission	Up to 3.00 PM on 05.12.2025
7	Address for submission of Bids	On e-Procurement agency's portal https://etender.sbi/SBI/ Online Tenders received without any one or more for the above-mentioned documents shall be summarily rejected.
8	Date and Time of opening of Technical Bids	4.00 PM on 05.12.2025 Authorized representatives of Bidders may be present online during opening of the Technical Bids. However, Technical Bids would be opened even in the absence of any or all of Bidders representatives.
9	Opening of Price Bids	Price bid of technically qualified bidders only will be opened on a subsequent date, which shall be advised to the technically qualified bidders separately.
10	Earnest Money Deposit	Rs. 2,50,000/- (Rupees Two Lakh fifty thousand only) by means of Demand Draft / Pay Order (Valid for a period of 90 Days from the last date of submission of the tender) from any

		<p>scheduled commercial Bank drawn in favor of Deputy General Manager (CF-Asset) , State Bank of India and payable at Mumbai.</p> <p>Tenders without EMD shall be rejected.</p>
11	Last date & time for submission of EMD (in original)	As mentioned in Para 12 (ii) of the RFP.
12	Bank Guarantee	10% of Project cost. Performance Security in form of BG should be valid for the total contract period and three months, from the effective date of the Contract.
13	Contact details of e-Procurement agency appointed for e-procurement	<p><i>Primary Contact Nos. 9081000427, 7859800609, 7859800624, 9265562821, 9265562818, 9374519 754.</i></p> <p>Mr. Nandan Valera: 079-68136843, nandan.v@eptl.in</p>

2. INVITATION TO BID:

- i. **State Bank of India** (herein after referred to as '**SBI/the Bank**'), having its Corporate Centre at Mumbai, various other offices (LHOs/ Head Offices /Zonal Offices/Global Link Services, Global IT Centre, foreign offices etc.) of State Bank of India, branches/other offices, Subsidiaries and Joint Ventures available at various locations and managed by the Bank (collectively referred to as **State Bank Group or 'SBG'** hereinafter). This Request for Proposal (RFP) has been issued by **the Bank** on behalf of **SBG** and the Bank sponsored Regional Rural Banks (RRBs) for hiring of consultant for *Engagement of Independent Verification Agency under SBI- World Bank Grid Connected Rooftop Solar Program for Residential Sector*.
- ii. In order to meet the consultancy requirements, the Bank proposes to invite online Bids from eligible Bidders as per details/scope of work mentioned in **Appendix-E** of this RFP.
- iii. Bidder shall mean any entity (i.e. juristic person) who meets the eligibility criteria given in Appendix-B of this RFP and willing to provide the Services as required in this RFP. The interested Bidders who agree to all the terms and conditions contained in this RFP may submit their Bids with the information desired in this RFP. Consortium bidding is not permitted under this RFP. Unless otherwise specifically permitted in Appendix-B, a bidder may not use the credentials of the original/parent entity of the bidder from which it has been demerged and come into existence, to meet the turnover, profit, experience or other eligibility criteria of RFP.
- iv. Address for submission of online Bids, contact details including email address for sending communications are given in Schedule of Events of this RFP.
- v. The purpose of SBI behind this RFP is to seek a detailed technical and commercial proposal for hiring of consultant as desired in this RFP.
- vi. This RFP document shall not be transferred, reproduced or otherwise used for purpose other than for which it is specifically issued.
- vii. Interested Bidders are advised to go through the entire RFP before submission of online Bids to avoid any chance of elimination. The eligible Bidders desirous of providing Services to SBI are invited to submit their technical and commercial proposal in response to this RFP. The criteria and the actual process of evaluation of the responses to this RFP and subsequent selection of the successful Bidder will be entirely at Bank's discretion. This RFP seeks proposal from Bidders who have the necessary experience, capability &

expertise to provide SBI the proposed Services adhering to Bank's requirements outlined in this RFP.

3. DISCLAIMER:

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

4. DEFINITIONS:

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

- i. **“The Bank”** ‘means the State Bank of India (including domestic branches and foreign offices)
- ii. **“Bidder”** means an eligible entity/firm submitting the Bid in response to this RFP.
- iii. **“Bid”** means the written reply or submission of response to this RFP.
- iv. **“The Contract”** means the agreement entered into between the Bank and Service Provider, as recorded in the Contract Form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein.
- v. **“Consultant/ Service Provider”** is the successful Bidder found eligible as per eligibility criteria set out in this RFP, whose technical Bid has been accepted and who has emerged as TC1 Bidder as per the selection criteria set out in the RFP and to whom notification of award has been given by the Bank.
- vi. **“Deliverables/ Work Product”** shall mean all work product generated by consultant solely or jointly with others in the performance of the Services, including, but not limited to, any and all information, notes, reports, material, drawings, records, diagrams, formulae, processes, technology, firmware, software, know-how, designs, ideas, discoveries, inventions, improvements, copyrights, trademarks and trade secrets.
- vii. **“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.

viii. **“Total Contract Price/Project Cost/TCO”** means the price payable to Service Provider over the entire period of Contract for the full and proper performance of its contractual obligations.

ix. **“Services”** means all services, scope of work and deliverables to be provided by a Bidder as described in the RFP and include provision of technical assistance, training, certifications, auditing and other obligation of Service Provider covered under this RFP.

5. SCOPE OF WORK:

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

6. ELIGIBILITY AND TECHNICAL CRITERIA:

i. Bid is open to all Bidders who meet the eligibility and technical criteria as given in **Appendix-B & Appendix-C** of this document. The Bidder has to 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 Services desired under this 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.

7. COST OF BID DOCUMENT:

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

8. CLARIFICATION AND AMENDMENTS ON RFP/PRE-BID MEETING:

i. Bidder requiring any clarification on RFP may notify the Bank in writing strictly as per the format given in **Appendix-K** at the address/by e-mail within the date/time mentioned in the Schedule of Events.

ii. A pre-Bid meeting will be held in person or online on the date and time specified in the Schedule of Events which may be attended by the authorized representatives of the Bidders interested to respond to this RFP.

- iii. The queries received (without identifying source of query) and response of the Bank thereof will be posted on the Bank's website or conveyed to the Bidders.
- iv. The Bank reserves the right to amend, rescind or reissue the RFP, at any time prior to the deadline for submission of Bids. The Bank, for any reason, whether, on its own initiative or in response to a clarification requested by a prospective Bidder, may modify the RFP, by amendment which will be made available to the Bidders by way of corrigendum/addendum. The interested parties/Bidders are advised to check the Bank's website regularly till the date of submission of Bid document specified in the Schedule of Events/email and ensure that clarifications / amendments issued by the Bank, if any, have been taken into consideration before submitting the Bid. Such amendments/clarifications, if any, issued by the Bank will be binding on the participating Bidders. Bank will not take any responsibility for any such omissions by the Bidder. The Bank, at its own discretion, may extend the deadline for submission of Bids in order to allow prospective Bidders a reasonable time to prepare the Bid, for taking the amendment into account.
- v. No request for change in commercial/legal terms and conditions, other than what has been mentioned in this RFP or any addenda/corrigenda or clarifications issued in connection thereto, will be entertained and queries in this regard, therefore will not be entertained.
- vi. Queries received after the scheduled date and time will not be responded/acted upon.

9. CONTENTS OF BID DOCUMENT:

- i. The Bidder must thoroughly study/analyse and properly understand the contents of this RFP, its meaning and impact of the information contained therein.
- ii. Failure to furnish all information required in this RFP or submission of Bid not responsive to this RFP in any respect will be at the Bidder's risk and responsibility and the same may finally result in rejection of its Bid. The Bank has made considerable effort to ensure that accurate information is contained in this RFP and is supplied solely as guidelines for Bidders.
- iii. The Bid prepared by the Bidder, as well as all correspondences and documents relating to the Bid exchanged by the Bidder and the Bank and supporting documents and printed literature shall be submitted in English.
- iv. The information provided by the Bidders in response to this RFP will become the property

of the Bank and will not be returned. Incomplete information in Bid document may lead to non-consideration of the proposal.

10. EARNEST MONEY DEPOSIT (EMD):

- i. The Bidder shall furnish EMD for the amount and validity period mentioned in Schedule of Events of this RFP.
- ii. EMD is required to protect the Bank against the risk of Bidder's conduct.
- iii. EMD may be in the form of a Demand Draft or Pay Order, issued by a Scheduled Commercial Bank in India, drawn in favour of State Bank of India payable at Mumbai. Scanned copy of original EMD Demand Draft or Pay Order should be uploaded on portal of e-Procurement agency along with technical bid. Original EMD Demand Draft or Pay Order should be delivered through registered post/courier or given in person to the Bank at the address specified in Schedule of Event Sl. No. 1, within the bid submission date and time for the RFP.
- iv. Any Bid not accompanied by EMD for the specified amount and not submitted to the Bank as mentioned in this RFP will be rejected as non-responsive.
- v. The EMD of the unsuccessful Bidder(s) would be refunded/returned by the Bank within 2 weeks of the Bidder being notified as being unsuccessful.
- vi. The EMD of successful Bidder will be discharged upon the Bidder signing the Contract and furnishing the Bank Guarantee for the amount and validity as mentioned in this RFP, which should be strictly on the lines of format placed at **Appendix-G**
- vii. No interest is payable on EMD.
- viii. The EMD may be forfeited: -**
 - (a) if a Bidder withdraws his Bid during the period of Bid validity specified in this RFP; or
 - (b) if a Bidder makes any statement or encloses any form which turns out to be false / incorrect at any time prior to signing of Contract; or
 - (c) if the successful Bidder fails to sign the Contract with the Bank, within the specified time period in the RFP.
- ix. If EMD is forfeited for any reasons mentioned above, the concerned Bidder may be

debarred from participating in the RFPs floated by this department, in future, as per sole discretion of the Bank.

11. BID PREPARATION AND SUBMISSION:

- i. The Bid is to be submitted separately for technical and Price on portal of e-Procurement agency for **providing of** Independent Verification Agency Services under SBI- World Bank Grid Connected Rooftop Solar Program for Residential Sector in response to the **RFP No. SBI/ESG&CFU/WB/RES/IVA/01/2025 dated 13.11.2025**. Documents mentioned below are to be uploaded on portal of e-Procurement agency with digital signature of authorised signatory:
 - (a) Index of all the documents, letters, bid forms etc. submitted in response to RFP along with page numbers.
 - (b) Bid covering letter/Bid form on the lines of **Appendix-A** on Bidder's letter head.
 - (c) Proof of remittance of EMD as specified in this document.
 - (d) Specific response with supporting documents in respect of Eligibility Criteria as mentioned in **Appendix-B** and technical eligibility criteria on the lines of **Appendix-C**.
 - (e) Bidder's details as per **Appendix-D** on Bidder's letter head.
 - (f) Audited financial statement and profit and loss account statement as mentioned in Part-II.
 - (g) A copy of board resolution along with copy of power of attorney (POA wherever applicable) showing that the signatory has been duly authorized to sign the Bid document.
 - (h) If applicable, copy of registration certificate issued by competent authority as mentioned in SI No 2 of Eligibility Criteria under Appendix-B.
- i. **Price Bid for** providing of Consultancy Services in response to the **RFP** should contain only Price Bid strictly on the lines of **Appendix-Q**. 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.
 - (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. Board resolution authorizing representative to Bid and make commitments on behalf of the Bidder is to be attached.
- (e) It is mandatory for all the Bidders to have class-III Digital Signature Certificate (DSC) (in the name of person who will sign the Bid) from any of the licensed certifying agency to participate in this RFP. DSC should be in the name of the authorized signatory. It should be in corporate capacity (that is in Bidder capacity).
- (f) Bids are liable to be rejected if only one Bid (i.e. Technical Bid or Price Bid) is received.
- (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 and shall be digitally signed by the Bidder or a person or persons duly authorized to bind the Bidder to the Contract.
- (k) All the enclosures (Bid submission) shall be serially numbered.
- (l) Bidder(s) should prepare and submit their online Bids well in advance before the prescribed date and time to avoid any delay or problem during the bid submission process. The Bank shall not be held responsible for any sort of delay or the difficulties faced by the Bidder(s) during the submission of online Bids.
- (m) Bidder(s) should ensure that the Bid documents submitted should be free from virus and if the documents could not be opened, due to virus or otherwise, during Bid opening, the Bid is liable to be rejected.
- (n) The Bank reserves the right to reject Bids not conforming to above.

12. DEADLINE FOR SUBMISSION OF BIDS:

- i. Bids must be submitted online on portal of e-Procurement agency by the date and time mentioned in the "Schedule of Events".
- ii. The Bidder shall submit the original EMD (Demand Draft/ Pay Order) with their respective enclosures and seal it in an envelope and mark the envelope as "Technical Bid". The said envelope shall clearly bear the name of the project and name and address of the Bidder. In addition, the last date for bid submission should be indicated on the right and corner of the envelope. The original documents should be submitted within the bid submission date and time for the RFP at the address mentioned in SI No 1 of Schedule of Events, failing which Bid will be treated as non-responsive.

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

13. MODIFICATION AND WITHDRAWAL OF BIDS:

- i. The Bidder may modify or withdraw its Bid after the Bid's submission, provided modification, including substitution or withdrawal of the Bids, is received on e-procurement portal, prior to the deadline prescribed for submission of Bids.
- ii. No modification in the Bid shall be allowed, after the deadline for submission of Bids.
- iii. No Bid shall be withdrawn in the interval between the deadline for submission of Bids and the expiration of the period of Bid validity specified in this RFP. Withdrawal of a Bid during this interval may result in the forfeiture of EMD submitted by the Bidder.

14. PERIOD OF BID VALIDITY:

- i. Bid (technical and price) shall remain valid for duration of 6 calendar months from Bid submission date.
- ii. In exceptional circumstances, the Bank may solicit the Bidders' consent to an extension of the period of validity. The request and the responses thereto shall be made in writing. A Bidder is free to refuse the request. However, in such case, the Bank will not forfeit its EMD. However, any extension of validity of Bids or price will not entitle the Bidder to revise/modify the Bid document.
- iii. Once Purchase Order or Letter of Intent is issued by the Bank, the said price will remain fixed for the entire Contract period 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.

15. BID INTEGRITY:

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

16. BIDDING PROCESS/OPENING OF TECHNICAL BIDS:

- i. All the technical Bids received up to the specified time and date will be opened for initial evaluation on the time and date mentioned in the schedule of events. The technical Bids will be opened in the presence of representatives of the Bidders who choose to attend the same on portal of e-Procurement agency. However, Bids may be opened even in the absence of representatives of one or more of the Bidders.
- ii. In the first stage, only technical Bid will be opened and evaluated. Bids of such Bidders satisfying eligibility criteria and agree to comply with all the terms and conditions specified in the RFP will be evaluated for technical criteria/specifications/eligibility. Only those Bids complied with technical criteria shall become eligible for price 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 RFP. For purposes of these Clauses, a responsive Bid is one, which conforms to all the terms and conditions of the RFP in toto, without any deviation.
- v. The Bank's determination of a Bid's responsiveness will be based on the contents of the Bid itself, without recourse to extrinsic evidence.
- vi. After opening of the technical Bids and preliminary evaluation, some or all the Bidders may be asked to make presentations on the Service proposed to be offered by them.
- vii. If a Bid is not responsive, it will be rejected by the Bank and will not subsequently be made responsive by the Bidder by correction of the non-conformity.

17. TECHNICAL EVALUATION:

- i. Technical evaluation will include technical information submitted as per technical Bid format, demonstration of proposed Services, reference calls and site visits, wherever required. The Bidder may highlight the noteworthy/superior features of their Services. The Bidder will demonstrate/substantiate all claims made in the technical Bid along with supporting documents to the Bank.
- ii. During evaluation and comparison of Bids, the Bank may, at its discretion ask the Bidders for clarification on the Bids received. The request for clarification shall be in writing and no change in prices or substance of the Bid shall be sought, offered or permitted. No clarification at the initiative of the Bidder shall be entertained after bid submission date.

18. EVALUATION OF PRICE BIDS AND FINALIZATION:

- i. The Price Bid of only those Bidders, who are short-listed after technical evaluation, would be opened. The minimum qualifying score for being technically qualified would be 60 % of the total technical score.
- ii. After the opening of Price Bid, the scores of both Technical Evaluation and Commercial Evaluation would be calculated on 70:30 basis (70% Weightage to Technical and 30% Weightage to Commercial).
- iii. Successful bidder would be selected on the basis of Techno Commercial Evaluation as defined in **Appendix-C**.
- iv. Errors, if any, in the price breakup format will be rectified as under:
 - (a) If there is a discrepancy between the unit price and total price which is obtained by multiplying the unit price with quantity, the unit price shall prevail and the total price shall be corrected unless it is a lower figure. If the Bidder does not accept the correction of errors, the Bid will be rejected.
 - (b) If there is a discrepancy in the unit price quoted in figures and words, the unit price in figures or in words, as the case may be, which corresponds to the total Bid price for the Bid shall be taken as correct.

- (c) If the Bidder has not worked out the total Bid price or the total Bid price does not correspond to the unit price quoted either in words or figures, the unit price quoted in words shall be taken as correct.
- (d) The Bidder should quote for all the items/services desired in this RFP. In case, prices are not quoted by any Bidder for any specific product and / or service, for the purpose of evaluation, the highest of the prices quoted by other Bidders participating in the bidding process will be reckoned as the notional price for that service, for that Bidder. However, if selected, at the time of award of Contract, the lowest of the price(s) quoted by other Bidders (whose Price Bids are also opened) for that service will be reckoned. This shall be binding on all the Bidders. However, the Bank reserves the right to reject all such incomplete Bids.

19. CONTACTING THE BANK:

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

20. AWARD CRITERIA AND AWARD OF CONTRACT:

i. Applicability of Preference to Make in India, Order 2017 (PPP-MII Order)

Guidelines on Public Procurement (Preference to Make in India), Order 2017 (PPP-MII Order) and any revision thereto will be applicable for this RFP and only Class-I and Class-II local supplier are allowed to participate in this RFP. As the evaluation of successful bidder is on the basis of TC1, margin of purchase preference to Class-I local supplier shall not be applicable under this RFP.

For the purpose of Preference to Make in India, Order 2017 (PPP-MII Order) and revision thereto:

“Local content” means the amount of value added in India which shall, unless otherwise prescribed by the Nodal Ministry, be the total value of the item procured (excluding net domestic indirect taxes) minus the value of imported content in the item (including all customs duties) as a proportion of the total value, in percent.

“Class-I local supplier” means a supplier or service provider whose product or service offered for procurement meets the minimum local content as prescribed for ‘Class-I local supplier’ hereunder.

“Class-II local supplier” means a supplier or service provider whose product or service offered for procurement meets the minimum local content as prescribed for ‘Class-II local supplier’ hereunder. Class-II local supplier shall not get any purchase preference under this RFP.

“Non-local supplier” means a supplier or service provider whose product or service offered for procurement has ‘local content’ less than that prescribed for ‘Class-II local supplier’ under this RFP.

“Minimum Local content” for the purpose of this RFP, the ‘local content’ requirement to categorize a supplier as ‘Class-I local supplier’ is minimum 50%. For ‘Class-II local supplier’, the ‘local content’ requirement is minimum 20%. If Nodal Ministry/Department has prescribed different percentage of minimum ‘local content’ requirement to categorize a supplier as ‘Class-I local supplier’/ ‘Class-II local supplier’, same shall be applicable.

The ‘Class-I local supplier’/ ‘Class-II local supplier’ at the time of submission of bid shall be required to provide self-certification as per **Appendix-O** that the product or service offered meets the minimum local content requirement for ‘Class-I local supplier’/ ‘Class-II local supplier’ as the case may be and shall give details of location(s) at which the local value addition is made.

- ii. Bank will notify successful Bidder (TC1) in writing by way of issuance of purchase order through letter or fax/email that its Bid has been accepted. The selected Bidder has to return the duplicate copy of the same to the Bank within **7 working days**, duly Accepted, Stamped and Signed by Authorized Signatory in token of acceptance.
- iii. The successful Bidder will have to submit Non-disclosure Agreement, Bank Guarantee for the amount and validity as desired in this RFP and strictly on the lines of format given in appendix of this RFP together with acceptance of all terms and conditions of RFP.
- iv. Copy of board resolution and power of attorney (POA wherever applicable) showing that the signatory has been duly authorized to sign the acceptance letter, contract and NDA should be submitted.

- v. The successful Bidder shall be required to enter into a Contract with the Bank and submit the Bank Guarantee strictly on the lines of format given in appendix of this RFP, within 30 days from issuance of Purchase Order or within such extended period as may be decided by the Bank.
- vi. Till execution of a formal contract, the RFP, along with the Bank's notification of award by way of issuance of purchase order and Service Provider's acceptance thereof, would be binding contractual obligation between the Bank and the successful Bidder.
- vii. The Bank reserves the right to stipulate, at the time of finalization of the Contract, any other document(s) to be enclosed as a part of the final Contract.
- viii. Failure of the successful Bidder to comply with the requirements/terms and conditions of this RFP shall constitute sufficient grounds for the annulment of the award and forfeiture of the EMD and/or BG.
- ix. Upon notification of award to the successful Bidder, the Bank will promptly notify the award of contract to the successful Bidder on the Bank's website. The EMD of each unsuccessful Bidder will be discharged and returned.

21. 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 involves 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.

22. WAIVER OF RIGHTS:

Each Party agrees that any delay or omission on the part of the other Party to exercise any right, power or remedy under this RFP will not automatically operate as a waiver of such right, power or remedy or any other right, power or remedy and no waiver will be effective unless it is in writing and signed by the waiving Party. Further the waiver or the single or partial exercise of any right, power or remedy by either Party hereunder on one occasion will not be construed as a bar to a waiver of any successive or other right, power or remedy on any other occasion.

23. CONTRACT AMENDMENT:

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

24. BANK'S RIGHT TO ACCEPT ANY BID AND TO REJECT ANY OR ALL BIDS:

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

25. BANK GUARANTEE:

- i. Performance security in form of Bank Guarantee [BG] for the amount with validity period

as specified in this RFP strictly on the format at **Appendix-G** is to be submitted by the finally selected Bidder (s). The BG has to be issued by a Scheduled Commercial Bank other than SBI and needs to be submitted within the specified time of receipt of formal communication from the Bank about their Bid finally selected. In case, SBI is the sole Banker for the Bidder, a Letter of Comfort from SBI may be accepted.

- ii. The Bank Guarantee is required to protect the interest of the Bank against the risk of non-performance of Service Provider in respect of successful implementation of the project and/or failing to perform / fulfil its commitments / obligations in respect of providing Services as mentioned in this RFP; or breach of any terms and conditions of the RFP, which may warrant the invoking of Bank Guarantee.

26. PENALTIES:

As mentioned in **Appendix-H** of this RFP.

27. RIGHT TO VERIFICATION:

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

28. RIGHT TO AUDIT:

- i. The Selected Bidder (Service Provider) shall be subject to annual audit by internal/ external Auditors appointed by the Bank/ inspecting official from the Reserve Bank of India or any regulatory authority, covering the risk parameters finalized by the Bank/ such auditors in the areas of Services provided to the Bank and Service Provider is required to submit such certification by such Auditors to the Bank. Service Provider and or his / their outsourced agents / sub – contractors (if allowed by the Bank) shall facilitate the same. The Bank can make its expert assessment on the efficiency and effectiveness of the security, control, risk management, governance system and process created by Service Provider. Service Provider shall, whenever required by the Auditors, furnish all relevant information, records/data to them. All costs for such audit shall be borne by the Bank. Except for the audit done by Reserve Bank of India or any statutory/regulatory authority, the Bank shall provide reasonable notice not less than 7 (seven) days to Service Provider before such audit and same shall be conducted during normal business hours.
- ii. Where any deficiency has been observed during audit of Service Provider on the risk

parameters finalized by the Bank or in the certification submitted by the Auditors, Service Provider shall correct/resolve the same at the earliest and shall provide all necessary documents related to resolution thereof and the auditor shall further certify in respect of resolution of the deficiencies. The resolution provided by Service Provider shall require to be certified by the Auditors covering the respective risk parameters against which such deficiencies have been observed.

- iii. Service Provider further agrees that whenever required by the Bank, it will furnish all relevant information, records/data to such auditors and/or inspecting officials of the Bank/Reserve Bank of India and/or any regulatory authority(ies). The Bank reserves the right to call for and/or retain any relevant information /audit reports on financial and security review with their findings undertaken by 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.).
- iv. Service provider shall grants unrestricted and effective access to a) data related to the outsourced activities; b) the relevant business premises of the service provider; subject to appropriate security protocols, for the purpose of effective oversight use by the Bank, their auditors, regulators and other relevant Competent Authorities, as authorised under law.

29.SUBCONTRACTING:

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

30.VALIDITY OF AGREEMENT:

The Agreement/ SLA will be valid up to 30 Months from the signing date of Agreement/ SLA. The Bank reserves the right to terminate the Agreement as per the terms of RFP/ Agreement.

31.LIMITATION OF LIABILITY:

- i. The maximum aggregate liability of Service Provider, subject to below mentioned sub-clause (iii), in respect of any claims, losses, costs or damages arising out of or in connection with this RFP/Agreement shall not exceed the total Project Cost.
- ii. Under no circumstances shall either Party be liable for any indirect, consequential or

incidental losses, damages or claims including loss of profit, loss of business or revenue.

iii. The limitations set forth herein shall not apply with respect to:

- (a) claims that are the subject of indemnification pursuant to infringement of third-party Intellectual Property Right;
- (b) damage(s) occasioned by the Gross Negligence or Willful Misconduct of Service Provider,
- (c) damage(s) occasioned by Service Provider for breach of Confidentiality Obligations,
- (d) Regulatory or statutory fines imposed by a Government or Regulatory agency for non-compliance of statutory or regulatory guidelines applicable to the Bank, provided such guidelines were brought to the notice of Service Provider.

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

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

32. CONFIDENTIALITY:

Confidentiality obligation shall be as per non-disclosure agreement (**Appendix – J**) and Service Level Agreement placed as **Appendix - I** to this RFP.

33. DELAY IN SERVICE PROVIDER’S PERFORMANCE:

- i. Services shall be made by Service Provider within the timelines prescribed in part II of this document.
- ii. If at any time during performance of the Contract, Service Provider should encounter conditions impeding timely delivery and performance of Services, Service Provider shall promptly notify the Bank in writing of the fact of the delay, it’s likely duration and cause(s).

As soon as practicable after receipt of Service Provider's notice, the Bank shall evaluate the situation and may, at its discretion, extend Service Providers' time for performance, in which case, the extension shall be ratified by the parties by amendment of the Contract.

- iii. Any delay in performing the obligation/ defect in performance by Service Provider may result in imposition of penalty, liquidated damages, invocation of Bank Guarantee and/or termination of Contract (as laid down elsewhere in this RFP document).

34. SERVICE PROVIDER'S OBLIGATIONS:

- i. Service Provider is responsible for and obliged to conduct all contracted activities in accordance with the Contract using state-of-the-art methods and economic principles and exercising all means available to achieve the performance specified in the Contract.
- ii. Service Provider is obliged to work closely with the Bank's staff, act within its own authority and abide by directives issued by the Bank from time to time and complete implementation activities.
- iii. Service Provider will abide by the job safety measures prevalent in India and will free the Bank from all demands or responsibilities arising from accidents or loss of life, the cause of which is Service Provider's negligence. Service Provider will pay all indemnities arising from such incidents and will not hold the Bank responsible or obligated.
- iv. Service Provider is responsible for activities of its personnel or sub-contracted personnel (where permitted) and will hold itself responsible for any misdemeanours.
- v. Service Provider shall treat as confidential all data and information about the Bank, obtained in the process of executing its responsibilities, in strict confidence and will not reveal such information to any other party without prior written approval of the Bank as explained under 'Non-Disclosure Agreement' in **Appendix-J** of this RFP.
- vi. Service Provider shall report the incidents, including cyber incidents and those resulting in disruption of service and data loss/ leakage immediately but not later than one hour of detection.
- vii. The Service Provider agrees to comply with the obligations arising out of the Digital Personal Data Protection Act, 2023, as and when made effective. Any processing of Personal Data by the Service Providers in the performance of this Agreement shall be in compliance with the above Act thereafter. The Service Provider shall also procure that

any sub-contractor (if allowed) engaged by it shall act in compliance with the above Act, to the extent applicable. The Service Provider understands and agrees that this agreement may have to be modified in a time bound manner to ensure that the provisions contained herein are in compliance with the above Act.

35. TECHNO COMMERCIAL EVALUATION:

SN	Particulars (Work experience in India only will be considered)	Weightage
1	Team Leader having at least post graduate degree in the relevant field (Electrical/Electronic/Mechanical/Climate or Environment equivalent) of engineering from a reputed institution with at least 5 years' experience in engineering in solar sector. MBA qualification will be an added advantage	30%
2	Senior solar Engineer having at least post graduate degree in the relevant field (Electrical/Electronic/Mechanical) of engineering from a reputed institution with at least 3 years' experience in installation of solar projects.	30%
3	The Bidder shall have acted as Lender's Engineer/ Owner's Engineer/ Project Management	15%
4	The bidder should have successfully completed a minimum of five (5) solar projects, with a total cumulative installed capacity not less than 50 MW.	25%

Break up of technical evaluation criteria

Sn	Particulars (Work experience in India only will be considered)	Weightage	Criteria	Assigned Weightage (%)	Max Score
1	Team Leader having at least post graduate degree in the relevant field (Electrical/ Electronic/ Mechanical) of engineering from a reputed institution with at least 5 years' experience in engineering in solar sector. MBA qualification will be an added advantage	30%	6-10 year's Experience with MBA qualification	30%	30
			5-6 year's Experience with MBA qualification	20%	

			5-6 year's Experience without MBA qualification	10%	
2	Senior solar Engineer having at least post graduate degree in the relevant field (Electrical/ Electronic/ Mechanical) of engineering from a reputed institution with at least 3 years' experience in installation of solar projects	30%	More than 10 years	30%	30
			More than 6 years	20%	
			3 & more years	10%	
3	The bidder should have successfully completed a minimum of five (5) solar projects, with a total cumulative installed capacity not less than 50 MW. Residential/Residential Welfare Society (RWA) Solar Rooftop projects will be an added advantage	30%	More than 100 MW years in PSBs	30%	30
			More than 3 years in Banking Sector	15%	
4	The Bidder shall have acted as Lender's Engineer/ Owner's Engineer/ Project Management	10%	More than 10 nos Projects	10%	10
			More than 5 up to 10 nos projects	5%	
			More than 2 up to 5 nos	2%	

Bidders who are scoring a minimum of 60% shall be selected for shortlisted for opening for price bids. Weightage of 70% will be applicable to the technical score.

Part B: - Financial Bid:- Weightage = 30%

The final selection of the consultant will be made on the basis of techno-commercial evaluation by assigning weightages in the ratio of 70% to the technical score based on various parameters and 30% to the price bid (professional fees quoted in the sealed cover). The applicant who scores maximum (out of 100) in the Techno-commercial evaluation will be selected (TC1 method).

36. INTELLECTUAL PROPERTY RIGHTS AND OWNERSHIP:

- i. Service Provider agrees 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.

- ii. 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.
- iii. Subject to below mentioned sub-clause (iv) and (v) of this RFP, Service Provider shall, at its own expenses without any limitation, indemnify and keep fully and effectively indemnified the Bank against all 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 RFP.
- iv. The Bank will give (a) notice to Service Provider of any such claim without delay/provide reasonable assistance to Service Provider in disposing of the claim; (b) sole authority to defend and settle such claim and; (c) will at no time admit to any liability for or express any intent to settle the claim provided that (i) Service Provider shall not partially settle any such claim without the written consent of the Bank, unless such settlement releases the Bank fully from such claim, (ii) Service Provider shall promptly provide the Bank with copies of all pleadings or similar documents relating to any such claim, (iii) Service Provider shall consult with the Bank with respect to the defense and settlement of any such claim, and (iv) in any litigation to which the Bank is also a party, the Bank shall be entitled to be separately represented at its own expenses by counsel of its own selection.
- v. Service Provider shall have no obligations with respect to any infringement claims to the extent that the infringement claim arises or results from: (i) Service Provider's compliance with the Bank's specific technical designs or instructions (except where Service Provider knew or should have known that such compliance was likely to result in an infringement claim and Service Provider did not inform the Bank of the same); or (ii) any unauthorized modification or alteration of the Work Product by the Bank.
- vi. 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 Service Provider agrees to execute all papers and to perform such other acts as the Bank may deem necessary to secure its rights herein assigned by Service

Provider. 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.

- vii. In the event that Service Provider integrates any work that was previously created by Service Provider into any Work Product, Service Provider 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.
- viii. Service provider agrees that the Bank owns the entire right, title and interest to any inventions, designs, discoveries, writings and works of authorship, including all intellectual property rights, copyrights. Any work made under this RFP shall be deemed to be 'work made for hire' under any Indian/U.S. or any other applicable copyright laws.
- ix. All information processed by Service provider during the contract period belongs to the Bank. Service provider shall not acquire any other right in respect of the information for the license to the rights owned by the Bank. Service provider will implement mutually agreed controls to protect the information. Service provider also agrees that it will protect the information appropriately.

37. LIQUIDATED DAMAGES:

If Service Provider fails to deliver and perform any or all the Services within the stipulated time, schedule as specified in this RFP/Agreement, the Bank may, without prejudice to its other remedies under the RFP/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 0.5% of total Project Cost for delay of each week or part thereof maximum up to 5% of total Project Cost. Once the maximum deduction is reached, the Bank may consider termination of the Agreement.

38. 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 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. 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.

39. 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 " *CODE OF INTEGRITY AND DEBARMENT/BANNING* " sub-clause (i) hereinabove, if a Bidder is found by the Bank to have directly or indirectly or through an agent, engaged or indulged in any corrupt/fraudulent/coercive/undesirable or restrictive practices during the bidding Process, such Bidder shall not be eligible to participate in any EOI/RFP issued by the Bank during a period of 2 (two) years from the date of debarment.
- Vendor fails to abide by the terms and conditions or to maintain the required technical/operational staff/equipment or there is change in its production/service line affecting its performance adversely or fails to cooperate or qualify in the review for empanelment.
- If Vendor ceases to exist or ceases to operate in the category of requirements for which it is empaneled.
- Bankruptcy or insolvency on the part of the vendor as declared by a court of law; or
- Banning by Ministry/Department or any other Government agency.
- Other than in situations of force majeure, technically qualified Bidder withdraws from the procurement process or after being declared as successful bidder: (i) withdraws from the process; (ii) fails to enter into a Contract; or (iii) fails to provide performance guarantee or any other document or security required in terms of the RFP documents.
- If the Central Bureau of Investigation/CVC/C&AG or Vigilance Department of the Bank or any other investigating agency recommends such a course in respect of a case under investigation.
- Employs a Government servant or the Bank's Officer within two years of his retirement, who has had business dealings with him in an official capacity before retirement; or
- Any other ground, based on which the Bank considers, that continuation of Contract is not in public interest.
- If there is strong justification for believing that the partners/directors/proprietor/agents of the firm/company has been guilty of violation of the code of integrity or Integrity Pact (wherever applicable), evasion or habitual default in payment of any tax levied by law; etc.

(c) Banning from Ministry/Country-wide procurements

For serious transgression of code of integrity, a delinquent Vendor (including their related entities) may be banned/debarred from participation in a procurement process of the Bank

including procurement process of any procuring entity of Government of India for a period not exceeding three years commencing from the date of debarment.

40. TERMINATION FOR DEFAULT:

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

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

- ii. In the event the Bank terminates the Contract in whole or in part for the breaches attributable to Service Provider, the Bank may procure, upon such terms and in such manner as it deems appropriate, Services similar to those undelivered, and subject to limitation of liability clause of this RFP Service Provider shall be liable to the Bank for any increase in cost for such similar Services. However, Service Provider shall continue performance of the Contract to the extent not terminated.
- iii. If the Contract is terminated under any termination clause, Service Provider shall handover all documents/ executable/ Bank's data or any other relevant information to the Bank in timely manner and in proper format as per scope of this RFP and shall also support the orderly transition to another vendor or to the Bank.
- iv. During the transition, Service Provider shall also support the Bank on technical queries/support on process implementation.
- v. The Bank's right to terminate the Contract will be in addition to the penalties / liquidated damages and other actions as specified in this RFP.
- vi. 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. During the transition phase, the existing Service Provider shall render all reasonable assistance to the new Service Provider within such period prescribed by the Bank, at no extra cost to the Bank, for ensuring smooth switch over and continuity of services, provided where transition services are required by the Bank or New Service Provider beyond the term of this Agreement, reasons for which are not attributable to Service Provider, payment shall be made to Service Provider for such additional period on the same rates and payment terms as specified in this Agreement. If existing Service Provider is breach of this obligation, they shall be liable for paying a penalty of 10% of the total Project Cost on demand to the Bank, which may be settled from the payment of invoices or Bank Guarantee for the contracted period or by invocation of Bank Guarantee.

41.FORCE MAJEURE:

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

receive payments for all services actually rendered up to the date of the termination of the Agreement.

42. TERMINATION FOR INSOLVENCY:

The Bank may, at any time, terminate the Contract by giving written notice to Service Provider, if Service Provider becomes Bankrupt or insolvent or any application for bankruptcy, insolvency or winding up has been filed against it by any person. In this event, termination will be without compensation to Service Provider, provided that such termination will not prejudice or affect any right of action or remedy, which has accrued or will accrue thereafter to the Bank.

43. TERMINATION FOR CONVENIENCE:

- i. The Bank, by written notice of not less than 90 (ninety) days, may terminate the Contract, in whole or in part, for its convenience.
- ii. In the event of termination of the Agreement for the Bank's convenience, Service Provider shall be entitled to receive payment for the Services rendered (delivered) up to the effective date of termination.

44. DISPUTES RESOLUTION:

- i. All disputes or differences whatsoever arising between the parties out of or in connection with the Contract (including dispute concerning interpretation) or in discharge of any obligation arising out of the Contract (whether during the progress of work or after completion of such work and whether before or after the termination of the Contract, abandonment or breach of the Contract), shall be settled amicably. If, however, the parties are not able to solve them amicably within 30 (Thirty) days after the 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. The Civil Courts in Mumbai, Maharashtra shall have exclusive jurisdiction in this regard.
- ii. Service Provider shall continue work under the Contract during the dispute resolution proceedings unless otherwise directed by the Bank or unless the matter is such that the work cannot possibly be continued until the decision of the competent court is obtained.

45. GOVERNING LANGUAGE:

The governing language shall be English.

46. APPLICABLE LAW:

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

47. TAXES AND DUTIES:

- i. Service Provider shall be liable to pay all corporate taxes and income tax that shall be levied according to the laws and regulations applicable from time to time in India and the price Bid by Service Provider shall include all such taxes in the quoted price.
- ii. Prices quoted should be exclusive of GST. All other present and future tax /duties, if any applicable and also cost of incidental services such as transportation, road permits, insurance etc. should be included in the price quoted. The quoted prices and taxes/duties and statutory levies such as GST etc. should be specified in the separate sheet **(Appendix- Q)**.
- iii. Only specified taxes/ levies and duties in the **Appendix-Q** will be payable by the Bank on actuals upon production of original receipt wherever required. If any specified taxes/ levies and duties in **Appendix-Q** are replaced by the new legislation of Government, same shall be borne by the Bank. The Bank shall not be liable for payment of those Central / State Government taxes, levies, duties or any tax/ duties imposed by local bodies/ authorities, which are not specified by the Bidder in **Appendix-Q**
- iv. Prices payable to Service Provider as stated in the Contract shall be firm and not subject to adjustment during performance of the Contract, irrespective of reasons whatsoever, including exchange rate fluctuations.
- v. Income / Corporate Taxes in India: The Bidder shall be liable to pay all corporate taxes and income tax that shall be levied according to the laws and regulations applicable from time to time in India and the price Bid by the Bidder shall include all such taxes in the contract price.

- vi. Parties shall fulfil all their respective compliance requirements under the GST law. This shall include (but not be limited to):
- (a) Bank shall pay GST amount after verifying the details of invoice on GSTR 2B on GSTN portal.
 - (b) In case any credit, refund or other benefit is denied or delayed to the Bank due to any non-compliance of GST Laws by the vendor including but not limited to, failure to upload the details of invoice or any other details of the supply of goods or services, as the case may be, as required under GST Law on the appropriate government's goods and services tax network portal, the failure to pay applicable GST to the Government or due to non-furnishing or furnishing of incorrect or incomplete documents by the party, vendor would reimburse the loss to the Bank including, but not limited to, any tax loss or denial of credit, interest and penalty and reasonable fee for contesting the demand. Amount payable under this clause shall survive irrespective of termination of agreement if the demand pertains to the agreement period.
 - (c) In case of any tax demand or denial of ITC or refund or any other benefit by the GST authorities, both the parties may mutually decide whether to contest the matter. In case, it is decided to contest the matter, the vendor is required to deposit the disputed demand including interest and penalty proposed with the other party without waiting for the outcome of the legal proceeding. In case the matter is finally decided in favour of the other party, the other party is required to refund the amount received from the defaulting party without any interest.
- vii. 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 Service Provider. The Agreement/ Contract would be stamped as per Maharashtra Stamp Act, 1958 and any amendment thereto.

48. TAX DEDUCTION AT SOURCE:

- i. Wherever the laws and regulations require deduction of such taxes at the source of payment, the Bank shall effect such deductions from the payment due to Service Provider. The remittance of amounts so deducted and issuance of certificate for such deductions shall be made by the Bank as per the laws and regulations for the time being in force. Nothing in the Contract shall relieve Service Provider from his responsibility to pay any tax that may be levied in India on income and profits made by Service Provider in respect of this Contract.

- ii. Service Provider's staff, personnel and labour will be liable to pay personal income taxes in India in respect of such of their salaries and wages as are chargeable under the laws and regulations for the time being in force, and Service Provider shall perform such duties in regard to such deductions thereof as may be imposed on him by such laws and regulations.
- iii. Bank will deduct TDS at applicable rate while making payment under GST Act 2017 and Income Tax Act 1961.

49. TENDER FEE:

No tender fee is payable.

50. EXEMPTION OF EMD:

Micro & Small Enterprises (MSE) units and Start-ups* are exempted from payment of EMD provided the Services they are offering, are rendered by them. Exemption as stated above is not applicable for providing services, rendered by other companies.

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

Bidders may please note:

- i. NSIC certificate/ Udyog Aadhar Memorandum/ Udyam Registration Certificate should cover the items tendered to get EMD exemptions. Certificate/ Memorandum should be valid as on due date / extended due date for Bid submission.
- ii. "Start-up" company should enclose the valid Certificate of Recognition issued by Department for Promotion of Industry and Internal Trade (DPIIT), (erstwhile Department of Industrial Policy and Promotion), Ministry of Commerce & Industry, Govt. of India with the technical bid.
- iii. *Start-ups which are not under the category of MSE shall not be eligible for exemption of tender fee.
- iv. Bidder who solely on its own, fulfils each eligibility criteria condition as per the RFP terms and conditions and who are having MSE or Start-up company status, can claim exemption for EMD/ tender fee.

- v. If all these conditions are not fulfilled or supporting documents are not submitted with the technical Bid, then all those Bids without tender fees /EMD will be summarily rejected and no queries will be entertained.

51.NOTICES:

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

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

Date: _____

To:
Deputy General Manager
State Bank of India
ESG & Climate Finance Unit, Corporate Centre
1st Floor, Mittal Tower 'C' Block
Madame Cama Road, Mumbai- 400021

Dear Sir,

Ref: RFP No.SBI/ESG&CFU/WB/RES/IVA/01/2025 dated xx/04/2025

~~~~~

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. We shall participate and submit the Bids through online portal to be provided by the Bank's authorized service provider, on the date advised to us.

i. While submitting this Bid, we certify that:

- The undersigned is authorized to sign on behalf of the Bidder and the necessary support document delegating this authority is enclosed to this letter.
- We declare that we are not in contravention of conflict of interest obligation mentioned in this RFP.
- Prices submitted by us have been arrived at without agreement with any other Bidder of this RFP for the purpose of restricting competition.
- The 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.
- We have quoted for all the services/items mentioned in this RFP in our price Bid.

- The rate quoted in the price Bids are as per the RFP and subsequent pre-Bid clarifications/ modifications/ revisions furnished by the Bank, without any exception.
- ii. We undertake that, in competing for (and, if the award is made to us, in executing) the above contract, we will strictly observe the laws against fraud and corruption in force in India namely “Prevention of Corruption Act 1988”.
- iii. We undertake that we will not offer, directly or through intermediaries, any bribe, gift, consideration, reward, favour, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any official of the Bank, connected directly or indirectly with the bidding process, or to any person, organisation or third party related to the contract in exchange for any advantage in the bidding, evaluation, contracting and implementation of the contract.
- iv. We undertake that we will not resort to canvassing with any official of the Bank, connected directly or indirectly with the bidding process to derive any undue advantage. We also understand that any violation in this regard, will result in disqualification of bidder from further bidding process.
- v. It is further certified that the contents of our Bid are factually correct. We have not sought any deviation to the terms and conditions of the RFP. We also accept that in the event of any information / data / particulars proving to be incorrect, the Bank will have right to disqualify us from the RFP without prejudice to any other rights available to the Bank.
- vi. We certify that while submitting our Bid document, we have not made any changes in the contents of the RFP document, read with its amendments/clarifications provided by the Bank.
- vii. We agree to abide by all the RFP terms and conditions, contents of Service Level Agreement as per template available at **Appendix-I** of this RFP and the rates quoted therein for the orders awarded by the Bank up to the period prescribed in the RFP, which shall remain binding upon us.
- viii. Till execution of a formal contract, the RFP, along with the Bank’s notification of award by way of issuance of purchase order and our acceptance thereof, would be binding contractual obligation on the Bank and us.
- ix. We understand that you are not bound to accept the lowest or any Bid you may receive and you may reject all or any Bid without assigning any reason or giving any explanation whatsoever.
- x. We hereby certify that our name does not appear in any “Caution” list of RBI / IBA or any other regulatory body for outsourcing activity.

- xi. We hereby certify that on the date of submission of Bid for this RFP, we do not have any past/ present litigation which adversely affect our participation in this RFP or we are not under any debarment/blacklist period for breach of contract/fraud/corrupt practices by any Scheduled Commercial Bank/ Public Sector Undertaking/ State or Central Government or their agencies/departments. We also certify that we have not been disqualified / debarred / terminated on account of poor or unsatisfactory performance and/or blacklisted by any Scheduled Commercial Bank / Public Sector Undertaking / State or Central Government or their Agencies / Departments at any time, during the last 3 years.
- xii. We hereby certify that on the date of submission of Bid, we do not have any Service Level Agreement pending to be signed with the Bank for more than 6 months from the date of issue of purchase order.
- xiii. 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 along with subsequent Orders and its amendment thereto 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 (where applicable evidence of valid certificate to be attached). We certify that we fulfil all the requirements in this regard and is eligible to participate in this RFP.
- xiv. If our Bid is accepted, we undertake to enter into and execute at our cost, when called upon by the Bank to do so, a contract in the prescribed form and we shall be solely responsible for the due performance of the contract.
- xv. We, further, hereby undertake and agree to abide by all the terms and conditions stipulated by the Bank in the RFP document.

Dated this ..... day of ..... 2025

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

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

(In the capacity of)

Duly authorised to sign Bid for and on behalf of

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

## **Appendix-B : Bidder's Eligibility Criteria**

### **Bidder's Eligibility Criteria**

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

| <b>S. No.</b> | <b>Eligibility Criteria</b>                                                                                                                                                                                                                                         | <b>Compliance (Yes/No)</b> | <b>Documents to be submitted</b>                                                                                                                                           |
|---------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| 1.            | The Bidder must be an Indian Company/ LLP /Partnership firm registered under applicable Act in India.                                                                                                                                                               |                            | Certificate of Incorporation issued by Registrar of Companies and full address of the registered office along with Memorandum & Articles of Association/ Partnership Deed. |
| 2             | 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 and amendment thereto. |                            | Bidder should specifically certify in <b>Appendix A</b> in this regard and provide copy of registration certificate issued by competent authority wherever applicable.     |
| 3             | Turnover during last three financial years i.e. FY 2022-23, FY 2023-24 and FY 2024-25                                                                                                                                                                               |                            | Copy of the audited financial statement for required financial years and/ or Certificate from statutory auditor may be submitted.)                                         |
| 4.            | The Bidder should be profitable organization on the basis of profit before tax (PBT) for at least 02 (two) out of last 03 (three) financial years mentioned in para 3 above.                                                                                        |                            | Copy of the audited financial statement along with profit and loss statement for corresponding years and / or Certificate of the statutory auditor.                        |
| 5.            | The Bidder should either be Class-I or Class-II local supplier as defined under this RFP.                                                                                                                                                                           |                            | Certificate of local content to be submitted as per <b>Appendix-O</b> .                                                                                                    |

|    |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    |  |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 |
|----|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| 6. | Client references and contact details (email/ landline/ mobile) of customers for whom the Bidder has executed similar projects in India.<br>(Start and End Date of the Project to be mentioned) in the past (At least 5 client references are required)                                                                                                                                                                                                                                            |  | Bidder should specifically confirm on their letter head in this regard as per <b>Appendix-L</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                 |
| 7. | Presence in how many cities/towns in India.(Provide Address)                                                                                                                                                                                                                                                                                                                                                                                                                                       |  | Copy of the GST Certificate(s) to be provided                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   |
| 8. | Past/present litigations, disputes, if any (Adverse litigations could result in disqualification, at the sole discretion of the Bank)                                                                                                                                                                                                                                                                                                                                                              |  | Brief details of litigations, disputes related to services being procured under this RFP or infringement of any third party Intellectual Property Rights by prospective Bidder 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 on Company's letter head. |
| 9. | 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 and also certify that they have not been disqualified /debarred /terminated on account of poor or unsatisfactory performance and/or blacklisted by any Scheduled Commercial Bank/ Public Sector Undertaking/ State or |  | Bidder should specifically certify in <b>Appendix A</b> in this regard.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |

|     |                                                                                                                                                            |  |                                                                         |
|-----|------------------------------------------------------------------------------------------------------------------------------------------------------------|--|-------------------------------------------------------------------------|
|     | Central Government or their Agencies / Departments at any time, during the last 3 years.                                                                   |  |                                                                         |
| 10. | The Bidder should not have any Service Level Agreement pending to be signed with the Bank for more than 6 months from the date of issue of purchase order. |  | Bidder should specifically certify in <b>Appendix A</b> in this regard. |

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

**Name & Signature of authorised signatory**

**Seal of Company**

## **Appendix-C: Technical Eligibility Criteria**

### **Technical Eligibility Criteria**

| <b>SN</b> | <b>Particulars<br/>(Work experience in India only will be considered)</b>                                                                                                                                                                                                                            | <b>Weightage</b> |
|-----------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------|
| 1         | Team Leader having at least post graduate degree in the relevant field (Electrical/Electronic/Mechanical/Climate or Environment equivalent) of engineering from a reputed institution with at least 5 years' experience in engineering in solar sector. MBA qualification will be an added advantage | 30%              |
| 2         | Senior solar Engineer having at least post graduate degree in the relevant field (Electrical/Electronic/Mechanical) of engineering from a reputed institution with at least 3 years' experience in installation of solar projects.                                                                   | 30%              |
| 3         | The Bidder shall have acted as Lender's Engineer/ Owner's Engineer/ Project Management                                                                                                                                                                                                               | 15%              |
| 4         | The bidder should have successfully completed a minimum of five (5) solar projects, with a total cumulative installed capacity not less than 50 MW.                                                                                                                                                  | 25%              |

### **Break up of technical evaluation criteria**

| <b>Sn</b> | <b>Particulars (Work experience in India only will be considered)</b>                                                                                                                                                                                                | <b>Weightage</b> | <b>Criteria</b>                                 | <b>Assigned Weightage (%)</b> | <b>Max Score</b> |
|-----------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------|-------------------------------------------------|-------------------------------|------------------|
| 1         | Team Leader having at least post graduate degree in the relevant field (Electrical/ Electronic/ Mechanical) of engineering from a reputed institution with at least 5 years' experience in engineering in solar sector. MBA qualification will be an added advantage | 30%              | 6-10 year's Experience with MBA qualification   | 30%                           | 30               |
|           |                                                                                                                                                                                                                                                                      |                  | 5-6 year's Experience with MBA qualification    | 20%                           |                  |
|           |                                                                                                                                                                                                                                                                      |                  | 5-6 year's Experience without MBA qualification | 10%                           |                  |
| 2         | Senior solar Engineer having at least post graduate degree in the relevant                                                                                                                                                                                           | 30%              | More than 10 years                              | 30%                           | 30               |



|   |                                                                                                                                                                                                                                                     |     |                                     |     |    |
|---|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----|-------------------------------------|-----|----|
|   | field (Electrical/ Electronic/ Mechanical) of engineering from a reputed institution with at least 3 years' experience in installation of solar projects                                                                                            |     | More than 6 years                   | 20% |    |
|   |                                                                                                                                                                                                                                                     |     | 3 & more years                      | 10% |    |
| 3 | The bidder should have successfully completed a minimum of five (5) solar projects, with a total cumulative installed capacity not less than 50 MW. Residential/Residential Welfare Society (RWA) Solar Rooftop projects will be an added advantage | 30% | More than 100 MW years in PSBs      | 30% | 30 |
|   |                                                                                                                                                                                                                                                     |     | More than 3 years in Banking Sector | 15% |    |
| 4 | The Bidder shall have acted as Lender's Engineer/ Owner's Engineer/ Project Management                                                                                                                                                              | 10% | More than 10 nos Projects           | 10% | 10 |
|   |                                                                                                                                                                                                                                                     |     | More than 5 up to 10 nos projects   | 5%  |    |
|   |                                                                                                                                                                                                                                                     |     | More than 2 up to 5 nos             | 2%  |    |

- (A) **Availability of Key Personnel:** The Bidder shall offer and make available all Key Personnel meeting the requirements specified in sub-clause (B) below.
- (B) **Conditions of Eligibility for Key Personnel:** Each of the Key Personnel must fulfill the following conditions of Eligibility: -

| Sr.No. | Mandatory Eligibility Criteria | Remarks                                                                                                                                                                                                                                                                                                                                                 | Documents to be submitted             |
|--------|--------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------|
| 1      | Entity                         | Firm/Company                                                                                                                                                                                                                                                                                                                                            |                                       |
| 2      | Key Personnel Requirements     | <ul style="list-style-type: none"> <li>Team Leader having at least post graduate degree in the relevant field (Electrical/Electronic/Mechanical/Climate or Environment equivalent) of engineering from a reputed institution with at least 5 years' experience in engineering in solar sector. MBA qualification will be an added advantage.</li> </ul> | Relevant certificates and work orders |

|   |                        |                                                                                                                                                                                                                                                                                                          |                                       |
|---|------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------|
|   |                        | <ul style="list-style-type: none"> <li>• Senior solar Engineer having at least post graduate degree in the relevant field (Electrical/Electronic/Mechanical) of engineering from a reputed institution with at least 3 years' experience in installation of solar projects.</li> </ul>                   |                                       |
| 3 | Technical Requirements | <ul style="list-style-type: none"> <li>• The Bidder shall have acted as Lender's Engineer/ Owner's Engineer/ Project Management</li> <li>• The bidder should have successfully completed a minimum of five (5) solar projects, with a total cumulative installed capacity not less than 50 MW</li> </ul> | Relevant certificates and work orders |
| 4 | Other requirement      | <ul style="list-style-type: none"> <li>• The Bidder should not have been debarred/ nor listed in the temporary suspension list of the WB.</li> </ul>                                                                                                                                                     | Self-declaration                      |

(C) The Consultancy Team shall consist of the following key personnel (the “**Key Personnel**”) who shall discharge their respective responsibilities as specified below:

| Key Personal <sup>1</sup> | Responsibilities                                                                                                                                                                                                                                                                                                                                                           |
|---------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Team Leader               | <p>Implementation of the verification protocol of DLIs as provided in Scope of Work.</p> <ul style="list-style-type: none"> <li>i. Supervising and overseeing teams across 4 geographies for quarterly site visits for physical verification of residential rooftop systems as per the provided sample size in ToR.</li> <li>ii. Timely delivery of IVA reports</li> </ul> |

---

*Key Personnel and their responsibilities may be added as per project-specific requirements.*

|                       |                                                                                                                                                                                                                                                                                                                                            |
|-----------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Senior solar Engineer | <ul style="list-style-type: none"> <li>i. Coordinating with SBI ESG &amp; CFU Department for data on sanctioned systems</li> <li>ii. Coordinating with SBI branches across all 4 geographies for desk review of branch documents and site visit of residential rooftop solar systems as per the sample size requirements in ToR</li> </ul> |
|-----------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|

- (D) The proposed team shall be composed 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. The Key Personnel shall be included in the proposed team of Professional Personnel. Other competent and experienced Professional Personnel in the relevant areas of expertise must be added as required for successful completion of this Consultancy. The CV of each such Professional Personnel, if any, should also be submitted.
- (E) The Bank will examine the CVs of all other Professional Personnel and those not found suitable shall be replaced by the Applicant to the satisfaction of the Bank.

### **Techno Commercial Evaluation:**

The Criteria for Technical Evaluation and Commercial Evaluation will have weightage of **70:30**. Bidders scoring **less than 60%** marks in the Technical Evaluation will not be considered for the selection process, and their Commercial Bids will not be opened.

The proposal with the Highest Weighted Combined Score (quality and cost / **TC1**) shall be selected.

In case of tie between two or more bidders for the Highest Total Combined Score, then the bidder with **Highest Technical Score** amongst such bidders shall be the successful bidder.

### **Illustration:**

- i. Bids will be evaluated as per Combined Quality Cum Cost Based System. The Technical Bids will be allotted weightage of 70% while Commercial Bids will be allotted weightage of 30%.
- ii. A combined score “**Score (S)**” will be arrived at after considering the Commercial quote and the marks obtained in Technical evaluation with relative weights of 30 % for Commercial bid and **70 %** for Technical Bid according to the following formula:

**Combined Score of A**

$$= 70 \times \frac{\text{Technical Bid Score of A}}{\text{Highest Technical Score}} + 30 \times \frac{\text{Lowest Commercial Bid}}{\text{Commercial Bid of A}}$$

The bidder obtaining the Highest Total Combined Score in evaluation of technical and commercial evaluation will be ranked **TC – 1** followed by proposal securing lesser marks as **TC – 2, TC – 3** etc. **Bidder securing Highest Combined Marks and ranked TC – 1 shall be recommended for award of contract.** Bank will follow the internal procedure for necessary approvals and thereafter proceed with notification of award of contract.

| Sr. No | Bidder | Technical Evaluation Marks (t) | Commercial Bid (f) | Weighted technical Score<br>= {(t)/t highest} × 70 | Weighted Commercial Score<br>= (f lowest / f) × 30 | Score “S” out of 100 |
|--------|--------|--------------------------------|--------------------|----------------------------------------------------|----------------------------------------------------|----------------------|
| 1      | A      | 90                             | 60                 | (90/90) × 70 = 70                                  | (50/60) × 30 = 25                                  | <b>95.00</b>         |
| 2      | B      | 80                             | 70                 | (80/90) × 70 = 62.22                               | (50/70) × 30 = 21.43                               | <b>83.65</b>         |
| 3      | C      | 70                             | 50                 | (70/90) × 70 = 54.44                               | (50/50) × 30 = 30                                  | <b>84.44</b>         |

In the above example, “A” the bidder with the highest score becomes the successful bidder (TC-1).

**Final Evaluation:**

The commercials will be finalized among the shortlisted bidders who obtain **60% or more marks in technical evaluation.** The Final bidder will be selected on the basis of **TC -1** as given above. The bidder securing highest combined marks (Technical score + Commercial score) and ranked **TC-1** shall be recommended for award of contract.

**Name & Signature of authorised signatory****Seal of Company**

**Appendix-D: Bidder Details****Bidder Details/Technical Bid**

## Details of the Bidder

|    |                                                                                                                           |  |
|----|---------------------------------------------------------------------------------------------------------------------------|--|
| 1  | Name of the Firm                                                                                                          |  |
| 2  | Address                                                                                                                   |  |
| 3  | Telephone No. with STD code & Mobile Number                                                                               |  |
| 4  | Fax No with STD code                                                                                                      |  |
| 5  | Primary e-mail address                                                                                                    |  |
| 6  | Alternate e-mail address                                                                                                  |  |
| 7  | Constitution of the Firm<br>(Proprietorship Firm/ Partnership Firm/ Private Limited Company/ Public Limited Company)      |  |
| 8  | Date of Establishment                                                                                                     |  |
| 9  | Name of document of evidence of establishment like certificate of incorporation and its number (if any) and date of issue |  |
| 10 | Annexure number of documents mentioned in col (9)                                                                         |  |
| 11 | Please mention Consultancy works done in last 5 years                                                                     |  |
| 12 | Annexure number of documents in evidence of information submitted in col (11)                                             |  |
| 13 | Name of proprietor / Partners / Directors                                                                                 |  |

|    |                                                                                                                                                          |                   |          |
|----|----------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------|----------|
|    |                                                                                                                                                          |                   |          |
| 14 | Registration Number(s) PAN, TAN, Others                                                                                                                  |                   |          |
| 15 | Annexure number of copies of registration certificate mentioned in col (14)                                                                              |                   |          |
| 16 | Goods & Service Tax registration number                                                                                                                  |                   |          |
| 17 | Annexure number of GST registration certificate                                                                                                          |                   |          |
| 18 | GST paid during last 3 years (amount in lacs)                                                                                                            | Year ended on     | Tax paid |
|    |                                                                                                                                                          | <b>31.03.2023</b> |          |
|    |                                                                                                                                                          | <b>31.03.2024</b> |          |
|    |                                                                                                                                                          | <b>31.03.2025</b> |          |
| 19 | Annexure number of certificates issued by chartered accountant for supporting information mentioned in col (18) or any other evidence in that regard     |                   |          |
| 20 | Turnover of the firm during last 3 years (amount in lacs)                                                                                                | Year ended on     | Turnover |
|    |                                                                                                                                                          | <b>31.03.2023</b> |          |
|    |                                                                                                                                                          | <b>31.03.2024</b> |          |
|    |                                                                                                                                                          | <b>31.03.2025</b> |          |
| 21 | Annexure number of certificates issued by chartered accountant for supporting information mentioned in col (20) and audited P&L statement in that regard |                   |          |
| 22 | Details of Bank account of firm                                                                                                                          |                   |          |
|    | Account name (exactly as it appears on statement of account)                                                                                             |                   |          |
|    | Account number                                                                                                                                           |                   |          |
|    | IFSC                                                                                                                                                     |                   |          |
|    | Name of Bank                                                                                                                                             |                   |          |
|    | Branch name and branch code                                                                                                                              |                   |          |

|    |                                                                                                |  |
|----|------------------------------------------------------------------------------------------------|--|
| 23 | Name and designation of executive of the firm to whom Bank can contact for seeking information |  |
| 24 | Mobile number of above contact person                                                          |  |
| 25 | Annexure number of latest income tax clearance certificate                                     |  |

**Name & Signature of authorised signatory**

**Seal of Company**

## **APPENDIX-E: SCOPE OF WORK AND PAYMENT SCHEDULE**

### **I. SCOPE OF WORK/ TERM OF REFERENCE (TOR)**

#### **Program Background and Description**

To support the development and expansion of Grid Connected Rooftop Solar PV (GC-RSPV) in the country and achieve the government's ambitious GRPV targets, the State Bank of India (SBI) is implementing a GC-RSPV Program with funding support from World Bank (WB). The Program, initially dedicated to the commercial and industrial sector, has been extended to incorporate an additional financing (AF) for the residential sector and will conclude on November 30, 2027.

The Program will be funded through the WB's Program-for-Results (PforR) instrument, whose features include using a country's own institutions and processes and linking disbursement of funds directly to the achievement of specific Program results. WB's disbursement under the facility will happen when agreed results are achieved and verified.

#### **Total Financing of the Program**

The expenditure of the AF Program will be at least US\$ 165 million.

#### **Disbursement-Linked Indicators, Disbursement-Linked Results, and Allocated Amounts**

The Program Development Objective (PDO) is to increase the installed capacity of GRPV and to strengthen the capacity of relevant institutions for GRPV, with a focus on the residential sector through the AF. In order to provide evidence of continued progress towards the achievement of the Program Development Objective, SBI and the WB have also agreed on a set of disbursement-linked indicators (DLIs) that will be used to measure and track disbursement-linked results (DLRs) or intervening steps towards achieving the PDO, against which disbursements will be made.

#### **Objectives of the Assignment**

The objective of this consultancy is to: (i) carry out an independent verification of achievement of the DLR reported by SBI for each disbursement claim under the Program, based on the Verification Protocol agreed between SBI and the WB; and (ii) prepare and submit comprehensive verification reports to SBI, for DLR achievement reports for each disbursement claim prepared by SBI with respect to and DLI#8, in the form and substance acceptable to SBI and the WB.



| No. | DLI                                                                                                                  | Definition/Description of achievement                                                                                                                                                                                                                                                                                                       | Verification Protocol to evaluate achievement of the DLI and data/result verification |                     |                                                                                                                                                                                                                                                                                                                                           |
|-----|----------------------------------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------|---------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
|     |                                                                                                                      |                                                                                                                                                                                                                                                                                                                                             | Data Source/Agency                                                                    | Verification Entity | Procedure                                                                                                                                                                                                                                                                                                                                 |
| 1.  | Megawatts of solar (PV) rooftop systems installed, commissioned, and connected to the grid in the residential sector | <i>“over and above the capacity installed and commissioned up to Year X”</i> means that for any Year Y, the solar rooftop power generation capacity installed and commissioned before and during the prior Year X shall not be computed in the calculation of the newly added generation capacity commissioned and installed during Year Y. | SBI                                                                                   | IVA                 | Audit will be carried out by the IVA on a representative sample basis of no less than 1% of the number of projects sanctioned under the Program, as well as field inspections and surveys to validate operational performance parameters. In case of RESCO / DISCOM borrowers, secondary data (reports or SCADA), would also be obtained. |

## **Scope of Services**

The IVA upon requested by SBI will verify through paper and physical inspection the accuracy of results and eligible disbursement amounts claimed by SBI in its supporting documentation with each disbursement claim under DLI#8. In accordance with good audit practice, verification will take place against a sampling framework and frequency, described in detail in the Verification Protocol and the terms of reference.

The tasks of the IVA will include, but not necessarily be limited to, the following:

- Develop and furnish to SBI an Inception report in 2 Parts. Part 1 will cover templates in which it seeks input data from SBI that is to be verified by the IVA. Part 2 will contain its own verification plan to verify the achievement of DLI#8. Verification plan will include detailed work plan and verification arrangements proposed by IVA for DLR that would be claimed by SBI with each disbursement claim for verification. This will cover IVA's team composition, names of sites and offices that would be visited, agreed days and dates for each visit, what field survey will be carried out by the IVA, what coordination and logistics arrangements are needed and most importantly output formats for each site visit that will go in the IVA's verification report. IVA will seek SBI approval of such verification plan included in the Inception Report.
- Prepare and seek approval of an updated detailed verification plan to verify each disbursement claim that would be received from SBI from time to time, prior to commencing verification process.
- Verification of achievement of each of the DLR.
- Issuance of Verification Reports to the SBI immediately following verification in the form and substance acceptable to SBI.
- Submit 'Assignment Completion Report' containing summary of work done and suggestions for strengthening the verification protocol and process for future use by SBI.

## **Approach and Methodology**

For verification of achievement of DLI#8, the IVA will be required to complete: (i) a desk-based review of all relevant project data (containing information such as name of borrower, loan amount signed, date of sanction, branch code, branch address and project capacity) provided by SBI; (ii) inspection and verification (on-site) of the primary data and evidence provided by the borrowers; and (iii) interviews and discussions with beneficiaries and other stakeholders, where necessary.

Specifically in case of environment and social aspects, the IVA shall confirm and provide details in its reports:

- the application of Environment and Human Health, Safety, and Security checklist by SBI and vendor(s), observations therein, if any and check on the subsequent compliance to the observations.

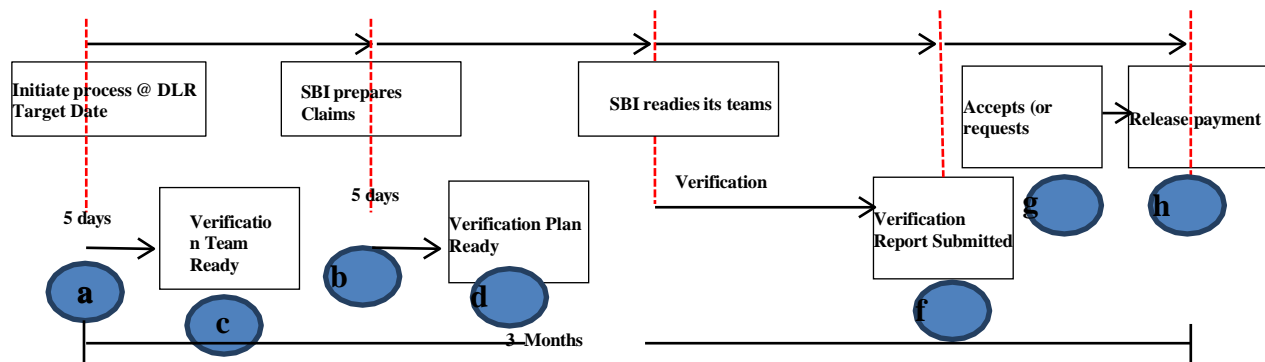
- the inclusion of clauses relating to environmental management, labor laws including forced labor, Sexual harassment, etc. in the bid and contract documents
- the functioning of grievance mechanism in terms of its accessibility, evidence of usage, redressal percentage etc.

The IVA will carry out physical independent verification of a random sample on representative basis of no less than 1% of 250 MW - 450MW (i.e. 2.25-4.5 MW) capacity installed under the Program as well as field inspections and surveys to validate operational performance parameters. In case of RESCO/DISCOM borrowers, secondary data (reports or SCADA), would also be obtained.

The basis for the work of the IVA shall be:

- The Program Results Framework as described in the WB's Project Appraisal Document.
- The Verification Protocol agreed between SBI and the WB and the verification plan that will be prepared by the IVA for DLR under each disbursement claim;
- Physical on-site verification, interviews and discussions with beneficiaries and other stakeholders;
- Other relevant documents provided by SBI;
- Physical on-site verification, interviews and discussions with beneficiaries and other stakeholders.

## Sequence of Activities



- As soon as the DLR is achieved, SBI alerts IVA about the upcoming disbursement and DLR achieved claim being finalized by SBI.
- Within 10 days of (a) above, SBI furnishes the data of projects sanctioned such as borrower name, branch details, site address and capacity installed
- Within 5 days of (a) above IVA readies its verification Team and seeks SBI approval of the Team composition.
- Within 5 days of (c) above IVA prepares a detailed Verification Plan for the said disbursement and DLR achievement claim, discusses with SBI and SBI shall provide approval of the verification plan.

- e) Within 2 weeks of (d) above, SBI readies IVA team for verification.
- f) Within 1 month of (d) above, IVA submits its draft Verification report to SBI.
- g) Within 1 week of (f) above, SBI either accepts the Verification report or requests IVA for re verification of certain parts or all the verification report findings. The WB may also, ask for re-verification of certain parts or all the verification report findings.
- h) Within 1 week of (g) above and if requested by the SBI, IVA submits a reverification report to SBI without any extra cost to SBI.
- i) Within 2 weeks of acceptance of IVA's verification reports under (f) or (g) above, SBI releases consultant's payment due, and submits the disbursement claim to the WB.

## Outputs and Schedule

The IVA shall submit the following deliverables:

| No. | Output                                                                      | Schedule for completion                             |
|-----|-----------------------------------------------------------------------------|-----------------------------------------------------|
| 1   | An Inception Report                                                         | Within 1 week from the date of signing the Contract |
| 2   | Verification Plan, Draft Verification Report, and Final Verification Report | Periodically as advised by SBI and the WB           |
| 3   | Assignment Completion Report                                                | Within 1 week of closing of the Assignment          |

## Inputs and Resources Required

SBI will assess the demonstrated experience and capacity of the interested agencies applying for this consultancy assignment for ensuring credible verification. The assignment requires a firm or consortium with skills and experience in the solar photovoltaic sector in India, relevant monitoring and evaluation systems, and in conducting evaluations of solar projects from engineering, fiduciary, social and environmental, and operational performance aspects.

The IVA must have/be able to quickly put together a team of multi-disciplinary professionals to carry out verification of DLR achievements and furnish high quality verification reports with clear evidence of achievement of DLR as per the agreed verification protocol.

The verification may have to be carried out parallelly for multiple locations. Therefore, the IVA may have to put up to four teams in 2 states per region (north, south, east and west) per quarter depending upon the work involved in a verification round to complete the task within the timeframe. Considering sample size of at least 1% of installed capacity sanctioned (between 2.25 to 4.5 MW) for physical independent verification.

The IVA will make his own arrangements for all the activities it has to perform in meeting the scope of services under this Assignment. This will include all travel and logistic arrangements required for its team for desk review and for field verification for each disbursement claim and for each type of DLR verification activity.

### **Contract Duration and Terms of Employment**

The IVA shall be offered a Contract for a period of three (3) years, renewable for up to 3 periods of one year each upon satisfactory performance in the first 3 years. The terms of employment shall be “on call” basis.

The IVA should expect to begin work from\_\_\_\_. The work is expected to be completed by May 31, 2028 (till 6 months from program closing date).

## **APPENDIX-G : BANK GUARANTEE FORMAT**

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

1. THIS BANK GUARANTEE AGREEMENT executed at \_\_\_\_\_ this \_\_\_\_\_ day of \_\_\_\_\_ 201 by \_\_\_\_\_ (Name of the Bank) \_\_\_\_\_ having its Registered Office at \_\_\_\_\_ and its Branch at \_\_\_\_\_ (hereinafter referred to as "the Guarantor", which expression shall, unless it be repugnant to the subject, meaning or context thereof, be deemed to mean and include its successors and permitted assigns) IN FAVOUR OF State Bank of India, a Statutory Corporation constituted under the State Bank of India Act, 1955 having its Corporate Centre at State Bank Bhavan, Nariman Point, Mumbai and one of its offices at \_\_\_\_\_ (procuring office address), hereinafter referred to as "SBI" which expression shall, unless repugnant to the subject, context or meaning thereof, be deemed to mean and include its successors and assigns).
2. WHEREAS M/s \_\_\_\_\_, incorporated under \_\_\_\_\_ Act having its registered office at \_\_\_\_\_ and principal place of business at \_\_\_\_\_ (hereinafter referred to as "Service Provider/ Vendor" which expression shall unless repugnant to the context or meaning thereof shall include its successor, executor & assigns) has agreed to \_\_\_\_\_ (name of Service) (hereinafter referred to as "Services") to SBI in accordance with the Request for Proposal (RFP) No. SBI:xx:xx dated dd/mm/yyyy.
3. WHEREAS, SBI has agreed to avail the Services from Service Provider for a period of \_\_\_\_\_ year(s) subject to the terms and conditions mentioned in the RFP.
4. WHEREAS, in accordance with terms and conditions of the RFP/Purchase order/Agreement dated \_\_\_\_\_, Service Provider is required to furnish a Bank Guarantee for a sum of Rs. \_\_\_\_\_/- (Rupees \_\_\_\_\_ only) for due performance of the obligations of Service Provider in providing the Services, in accordance with the RFP/Purchase order/Agreement guaranteeing payment of the said amount of Rs. \_\_\_\_\_/- (Rupees \_\_\_\_\_ only) to SBI, if Service Provider fails to fulfill its obligations as agreed in RFP/Agreement.
5. WHEREAS, the Bank Guarantee is required to be valid for a total period of \_\_\_\_\_ months and in the event of failure, on the part of Service Provider, to fulfill any of its commitments / obligations under the RFP/Agreement, SBI shall be entitled to invoke the Guarantee.

AND WHEREAS, the Guarantor, at the request of Service Provider, agreed to issue, on behalf of Service Provider, Guarantee as above, for an amount of Rs.\_\_\_\_\_/ - (Rupees \_\_\_\_\_ only).

**NOW THIS GUARANTEE WITNESSETH THAT**

1. In consideration of SBI having agreed to entrust Service Provider for rendering Services as mentioned in the RFP, we, the Guarantors, hereby unconditionally and irrevocably guarantee that Service Provider shall fulfill its commitments and obligations in respect of providing the Services as mentioned in the RFP/Agreement and in the event of Service Provider failing to perform / fulfill its commitments / obligations in respect of providing Services as mentioned in the RFP/Agreement, we (the Guarantor) shall on demand(s), from time to time from SBI, without protest or demur or without reference to Service Provider and notwithstanding any contestation or existence of any dispute whatsoever between Service Provider and SBI, pay SBI forthwith the sums so demanded by SBI not exceeding Rs.\_\_\_\_\_/ - (Rupees \_\_\_\_\_ only).
2. Any notice / communication / demand from SBI to the effect that Service Provider has failed to fulfill its commitments / obligations in respect of rendering the Services as mentioned in the Agreement, shall be conclusive, final & binding on the Guarantor and shall not be questioned by the Guarantor in or outside the court, tribunal, authority or arbitration as the case may be and all such demands shall be honoured by the Guarantor without any delay.
3. We (the Guarantor) confirm that our obligation to the SBI, under this Guarantee shall be independent of the agreement or other understandings, whatsoever, between the SBI and Service Provider.
4. This Guarantee shall not be revoked by us (the Guarantor) without prior consent in writing of the SBI.

**WE (THE GUARANTOR) HEREBY FURTHER AGREE & DECLARE THAT-**

- i. Any neglect or forbearance on the part of SBI to Service Provider or any indulgence of any kind shown by SBI to Service Provider or any change in the terms and conditions of the Agreement or the Services shall not, in any way, release or discharge the Bank from its liabilities under this Guarantee.

- ii. This Guarantee herein contained shall be distinct and independent and shall be enforceable against the Guarantor, notwithstanding any Guarantee or Security now or hereinafter held by SBI at its discretion.
- iii. This Guarantee shall not be affected by any infirmity or absence or irregularity in the execution of this Guarantee by and / or on behalf of the Guarantor or by merger or amalgamation or any change in the Constitution or name of the Guarantor.
- iv. The Guarantee shall not be affected by any change in the constitution of SBI or Service Provider or winding up / liquidation of Service Provider, whether voluntary or otherwise
- v. This Guarantee shall be a continuing guarantee during its validity period.
- vi. This Guarantee shall remain in full force and effect for a period of \_\_ year(s) \_\_\_\_\_ month(s) from the date of the issuance i.e. up to \_\_\_\_\_. Unless a claim under this Guarantee is made against us on or before \_\_\_\_\_, all your rights under this Guarantee shall be forfeited and we shall be relieved and discharged from all liabilities there under.
- vii. This Guarantee shall be governed by Indian Laws and the Courts in Mumbai, India alone shall have the jurisdiction to try & entertain any dispute arising out of this Guarantee.

**Notwithstanding anything contained herein above:**

- i. Our liability under this Bank Guarantee shall not exceed Rs \_\_\_\_\_/- (Rs. \_\_\_\_\_ only)
- ii. This Bank Guarantee shall be valid upto \_\_\_\_\_
- iii. We are liable to pay the guaranteed amount or any part thereof under this Bank Guarantee only and only if SBI serve upon us a written claim or demand on or before \_\_\_\_\_

**Yours faithfully,**

**For and on behalf of bank.**

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



## **APPENDIX–H: PENALTIES**

### **Penalties**

Bank will reserve the right to deduct from the annual remuneration (retainership fees) to be paid to the consultant, in the event of the following:

| <b>Reason</b>                                                                        | <b>1<sup>st</sup> instance</b> | <b>2<sup>nd</sup> instance</b> | <b>3<sup>rd</sup> instance</b>                                        |
|--------------------------------------------------------------------------------------|--------------------------------|--------------------------------|-----------------------------------------------------------------------|
| Inordinate delay (more than 7 days) in responding to the references made by the Bank | Caution Note                   | 5 % of Contract Value          | 10% of Contract Value or as decided by the Bank based on materiality. |

**DRAFT SERVICE LEVEL AGREEMENT**

**APPENDIX-I:**

**AGREEMENT FOR \_\_\_\_\_<sup>1</sup>**  
**BETWEEN**

**STATE BANK OF INDIA, \_\_\_\_\_<sup>2</sup>**  
**AND**

**3 \_\_\_\_\_**

Date of Commencement: \_\_\_\_\_<sup>4</sup>

Date of Expiry \_\_\_\_\_<sup>5</sup>

\_\_\_\_\_

<sup>1</sup> Type/nature/name of Agreement.

2 Office/ Department/ Branch which is executing the Agreement or the nodal department in the matter.

3 The other Party (Contractor/ Service Provider) to the Agreement

4 Effective Date from which the Agreement will be operative.

5 Expiry Date from which the Agreement will expire and come to an end

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## AGREEMENT<sup>6</sup>

This agreement for \_\_\_\_\_ (hereinafter **'the Agreement'**) made on \_\_\_\_\_ day of \_\_\_\_\_.

Between

**State Bank of India**, constituted under the State Bank of India Act, 1955 having its Corporate Centre and Central Office at State Bank Bhavan, Madame Cama Road, Nariman Point, Mumbai-21 and having one of its Local Head Offices at

\_\_\_\_\_ and a Branch Office at \_\_\_\_\_ / through its \_\_\_\_\_ Office/ Department at \_\_\_\_\_ hereinafter referred to as **"the Bank"** which expression shall unless repugnant to the context or meaning thereof shall include its successors & assigns of the First Part

And

\_\_\_\_\_, incorporated under \_\_\_\_\_ Act having its registered office at \_\_\_\_\_ and principal place of business at

\_\_\_\_\_ hereinafter referred to as **"Service Provider"** which expression shall unless repugnant to the context or meaning thereof shall include its successor, executor & permitted assigns of the Second Part.

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

### A. RECITALS

WHEREAS

- (i) The Bank is desirous of availing services for,<sup>7</sup>
- (ii) \_\_\_\_\_;

<sup>6</sup> This document is in the nature of a general template, which needs customization and updating depending upon individual

contract/service. Further, the document needs modification/ completion on many aspects such as nature and scope of services, roles and responsibilities of the Parties, etc. All these clauses are to be added to the document based on the facts and circumstances of each case. Also, certain particulars such as place of arbitration, jurisdiction, details of the parties, etc., are to be completed while finalisation of the Contract (The modified documents should be vetted by the Law department before execution).

<sup>7</sup> Please provide the brief introduction, facts and circumstances which lead to the present agreement (preamble of the agreement).

- (iii) \_\_\_\_\_; and
- (iv) The Service Provider has agreed to provide the services as may be required by the Bank.

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

## 1. DEFINITIONS & INTERPRETATIONS

- 1.1. **Capitalised Terms:** The following capitalized terms, unless the context otherwise requires, shall have the meaning set forth below for all purposes of this Agreement<sup>8</sup>:

- 1.1.1. **“Agreement”** means this agreement including all its Annexures, Schedules, Appendix and all amendments therein agreed by the Parties in writing.

- 1.1.2. \_\_\_\_\_

- 1.1.3. \_\_\_\_\_

- 1.1.4. \_\_\_\_\_

- 1.1.5. **“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.

### 1.2. Interpretations:

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

- 1.2.2. The singular includes the plural and vice versa.

- 1.2.3. Reference to any gender includes each other gender.

- 1.2.4. The provisions of the contents table, headings, clause numbers, italics, bold print and underlining is for ease of reference only and



shall not affect the interpretation of this Agreement.

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<sup>8</sup> Please define the necessary terms, properly.

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

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

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

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

## **2. COMMENCEMENT & TERM**

**2.1.** This Agreement shall commence from its date of execution mentioned above/ deemed to have commenced from \_\_\_\_\_(**Effective Date**).

**2.2.** This Agreement shall be in force for a period of \_\_\_\_ year(s) from the effective date, unless terminated 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 \_\_\_\_ years on the same 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 work which the Service Provider has to provide to the Bank (Services) is as follows:<sup>9</sup>

3.1.1. \_\_\_\_\_

3.1.2. \_\_\_\_\_

3.1.3. \_\_\_\_\_

### 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

4.1.3 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.

4.1.4 It has full right, title and interest in and to all software, copyrights, trade names, trademarks, service marks, logos symbols and other proprietary marks (collectively 'IPR') (including appropriate limited right of use of those owned by any of its vendors, affiliates or subcontractors) which it provides to the other Party, for use related to the services to be provided under this Agreement and that any IPR provided by a Party does not infringe the IPR status of any third party.

4.1.5 It will provide such cooperation as the other Party reasonably requests in order to give full effect to the provisions of this Agreement.

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<sup>9</sup> The Agreement should clearly define what services are to be availed/ activities are to be outsourced including appropriate service and performance standards. Please use separate Annexure/ Schedule, if required for specifying the detailed workflow and details of Services/ tasks to be undertaken by the Service Provider. In respect of any technical services, please also add suitable additional clauses regarding technical specifications, acceptance, testing of business continuity at annual intervals, maintenance, warranty, etc.

**4.1.6** 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.

**4.1.7** The vendor represents that none of the promoter/ shareholders of the vendor belong to or originate from a country that had been identified as “high risk country” in the FATF Public Statement issued by the RBI.

#### **4.2 Additional Representation and Warranties by the Bank.**

**4.2.1** \_\_\_\_\_ 10

**4.2.2** \_\_\_\_\_

**4.2.3** \_\_\_\_\_

#### **4.3 Additional Representation and Warranties by Service Provider.**

**4.3.1** The Service Provider shall perform the Services and carry out its obligations under the Agreement with due diligence, efficiency and economy, in accordance with generally accepted techniques and practices used in the industry and with professional standards recognized by international professional bodies and shall observe sound management practices. It shall employ appropriate advanced

technology and safe and effective equipment, machinery, material and methods.

**4.3.2** The Service Provider has the requisite technical and other competence, sufficient, suitable, qualified and experienced manpower/personnel and expertise in providing the Services to the Bank.

**4.3.3** The Service Provider shall duly intimate to the Bank immediately, the changes, if any in the constitution of the Service Provider.

**4.3.4** The Service Provider warrants that to the best of its knowledge, as on the Effective Date of this Agreement, the services and products provided by the Service Provider to the Bank do not violate or infringe any patent, copyright, trademarks, trade secrets or other intellectual property rights of any third party.

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<sup>10</sup> Please provide the details, if any in respect of the additional representation and warranties required by the Bank taking account of the Services into consideration.

**4.3.5** The Service provider shall ensure that all persons, employees, workers and other individuals engaged by or sub-contracted by the Service Provider in rendering the Services under this Agreement have undergone proper background check, police verification and other necessary due diligence checks to examine their antecedence and ensure their suitability for such engagement. No person shall be engaged by the Service provider unless such person is found to be suitable in such verification and the Service Provider shall retain the records of such verification and shall produce the same to the Bank as and when requested.

**4.3.6** \_\_\_\_\_ 11

**4.3.7** \_\_\_\_\_

## 5. RESPONSIBILITIES OF THE BANK

5.1 \_\_\_\_\_<sup>12</sup>

5.2 \_\_\_\_\_

5.3 \_\_\_\_\_

## 6. RESPONSIBILITIES OF THE SERVICE PROVIDER

6.1 \_\_\_\_\_<sup>13</sup>

6.2 \_\_\_\_\_

6.3 \_\_\_\_\_

## 7. CONFIDENTIALITY

7.1 For the purpose of this Agreement, Confidential Information shall mean

(i) information of all kinds, whether oral, written or otherwise recorded including, without limitation, any analyses, compilations, forecasts, data, studies or other documents, regarding the past, current or future affairs, business, plans or operations of a Party to which the other Party will have access, (ii) the existence of the contemplated terms and the fact that discussions or negotiations are taking place or have taken place between the Parties concerning the contemplated terms, (iii) any and all information regarding the contemplated terms and any agreements that may be entered into in relation thereto and (iv) any customer details or other data received by a Party from the other Party or its customer(s) or otherwise shared between the Parties in connection with the Service.

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

7.2.1 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.

7.2.2 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.

<sup>11</sup> Please provide the details, if any in respect of the additional representation and warranties by Service Provider.

<sup>12</sup> Please provide the responsibilities / duties of the Bank which are not covered elsewhere, depending upon the nature of Services.

<sup>13</sup> Please provide the responsibilities / duties of the Service Provider which are not covered elsewhere, depending upon the nature of Services.

**7.2.3** 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.

**7.2.4** 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 or (iii) have been rightfully received from a third party after the date hereof without restriction on disclosure and without breach of this Agreement, said third party being under no obligation of confidentiality to the other Party with respect to such Confidential Information; or (iv) where confidential information is independently developed by receiving party without any reference to or use disclosing party's confidential information.

**7.2.5** 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. 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.

- 7.2.6** 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, that (i) no notes, memoranda, analyses, studies or other documents prepared by it or its advisers in connection with the Services shall be returned or destroyed, but they shall be disposed in accordance with any specific directions in this Agreement or held and kept confidential, and that (ii) 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.
- 7.2.7** 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 wilful default.
- 7.3** The Service Provider shall not, without the Bank's prior written consent, disclose the Agreement, or any provision thereof, or any specification, plan, drawing, pattern, sample or information furnished by or on behalf of the Bank in connection therewith, to any person other than a person employed by the Service Provider in the Performance of the Contract. Disclosure to any such employed person shall be made in confidence and shall extend only so far, as may be necessary to purposes of such performance.
- 7.4** The 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.
- 7.5** Any document received from the Bank shall remain the property of the Bank and subject to clause 7.2.6 shall be returned (in all copies) to the Bank on completion of the Service Provider's performance under the Agreement.
- 7.6** The obligations set out in this Article shall survive the term of this Agreement and for a period of five (5) years thereafter provided,

confidentiality obligations of the Service Provider in respect of any customer data of the Bank shall be absolute, unconditional and without any time limit, irrespective of the expiry/ termination of the Agreement.

**7.7** Service Provider agrees to indemnify and hereby keeps the Bank indemnified against all actions, claims, loss, damages, costs, charges, expenses (including Attorney / Advocate fees and legal expenses) which the Bank may suffer or incur on account of breach of confidentiality obligations as per this Agreement by Service Provider or its employees, agents, representatives, Sub-Contractors. Service Provider further agrees to make good the loss suffered by the Bank upon first demand by the Bank which shall be final, conclusive and binding on Service Provider.

**7.8** The Service Provider agrees to comply with obligations arising out of the Digital Personal Data Protection Act, 2023 as and when the act is made effective. Any processing of Personal Data by the Service Provider in the performance of this Agreement shall be in compliance with the above Act thereafter. The Service Provider shall also procure that any sub-contractor engaged by it shall act in compliance with the above act, to the extent applicable. The Service Provider understands and agrees that this agreement may have to be modified in a time bound manner to ensure that the provisions contained herein are in compliance with the above Act.

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

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

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

**8.3** 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.

**8.4** 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.

**8.5** All the obligations towards the employees of a Party including that on account of personal accidents occurred while working in the premises of the other Party shall be with the respective employer and not on the Party



in whose premises the accident occurred.

- 8.6** 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.

## **9. SUB-CONTRACTING**

- 9.1** No sub-contracting of any part of the Services by the Service Provider shall be allowed other than those specifically mentioned in this Agreement or agreed by the Bank in writing.
- 9.2** The Service Provider agrees to obtain prior approval/consent of the Bank of the use of subcontractors by the Service Provider for any part of the Services.
- 9.3** Before engaging Sub-Contractor, the Service Provider shall carry out due diligence process on sub-contracting/ sub-contractor to the satisfaction of the Bank and Bank should have access to such records.
- 9.4** In the event of sub-contracting the Service Provider shall ensure that suitable documents including confidentiality agreement are obtained from the sub- contractor and the Service Provider shall ensure that the secrecy and faith of Bank's data / processes is maintained.
- 9.5** Notwithstanding approval of the Bank for sub-contracting, the Service Provider shall remain liable to the Bank for all acts/omissions of subcontractors.
- 9.6** In respect of that part of the services where chain outsourcing and subcontractors are permitted by the Bank, the sub-contractor should have same level of obligations as that of the Service Provider and the Service Provider agrees to obtain suitable documents in this regard from the subcontractor.
- 9.7** In case of Sub-Contracting, the Service Provider (principal contractor) shall take the responsibility of the adoption of Integrity Pact by the Sub-contractor.
- 9.8** In case of Sub-Contracting (if allowed by the Bank), the Service Provider shall provide the complete details of Services sub-contracted by it including the details of sub-contractor(s) and/ or its agent to the Bank as

and when requested.

**9.9** In case of Sub- Contracting, the Service Provider shall provide copy of the Sub-contractor agreement, KYC, PAN No., Due Diligence Report, Employee Data, BO Details of the sub-contractor etc. immediately for Bank's record.

**9.10** Service provider is contractually liable for the performance and risk management practices of its sub-contractors (including nth parties in the supply chain).

## **10. PERFORMANCE GUARANTEE & PENALTY**

**10.1** The Service Provider has to furnish a performance guarantee for an amount of Rs. \_\_\_\_\_<sup>14</sup> valid for a period \_\_\_\_year(s) \_\_\_\_month(s) from a Scheduled Commercial Bank other than State Bank of India in a format provided/ approved by the Bank. The Bank Guarantee is required to protect the interest of the Bank against the risk of non- performance of the Service Provider in respect of successful implementation of the project and/or failing to perform / fulfil its commitments / obligations in respect of providing Services as mentioned in this Agreement; or breach of any terms and conditions of the Agreement, which may warrant the invoking of Bank Guarantee.

**10.2** Performance of the obligations under the Agreement shall be made by the Service Provider in accordance with the time schedule<sup>15</sup> specified in this Agreement.

**10.3** Subject to clause 16 of this Agreement, any unexcused delay by the Service Provider in the performance of its Contract obligations shall render the Service Provider liable to Termination of the Contract for default.

**10.4** If at any time during performance of the Contract, the Service Provider should encounter unexpected conditions impeding timely completion of the Services under the Agreement and performance of the services, the Service Provider shall promptly notify the Bank in writing of the fact of the delay, its likely duration and its cause(s). As soon as practicable, after receipt of the Service Provider's notice, the Bank shall evaluate the situation and may at its discretion extend the

Service Provider's time for performance, in which case the extension shall be ratified by the Parties by amendment of the Agreement.

**10.5** The Service Provider shall be liable to pay penalty at the rate mentioned below in respect of any delay beyond the permitted period in providing the Services.

**10.5.1** The rate of penalty is\_\_\_\_\_16

**10.5.2** \_\_\_\_\_

**10.6 Limitation Clause:** In case of deficiency in services as defined in Service Level Agreement (SLA) by the Service Provider or by his authorized agent which causes Reputational Loss, Financial Loss etc. to the Bank a penalty may be imposed on the Service Provider, as decided by the Bank limiting to \_\_<sup>17</sup> times to the remuneration / fees payable and/or termination of services followed by intimation to professional licencing authority and to IBA as well.

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14. Please provide the amount of performance guarantee, if any.

15. Please ensure that the time scheduled is suitably incorporated in the Agreement.

16. Please provide the date and other details of penalty, if any.

17. Please provide the number of times of penalty to be imposed as directed by OVC, if any.

## **11. FORCE MAJEURE**

**11.1** 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.

**11.2** For the purposes of this clause, 'Force Majeure' means and includes wars, insurrections, revolution, civil disturbance, riots, terrorist acts, public strikes, hartal, bundh, fires, floods, epidemic, quarantine restrictions, freight embargoes, declared general strikes in relevant industries viz. 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.

**11.3** If a Force Majeure situation arises, the Service Provider shall promptly notify the Bank in writing of such conditions, the cause thereof and the likely duration of the delay. Unless otherwise directed by the Bank in writing, the Service Provider shall continue to perform its obligations under the Agreement as far as reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.

**11.4** If the event of Force Majeure continues for a period more than 30 days, the Bank shall be entitled to terminate this Agreement at any time thereafter. Neither party shall have any penal liability to the other in respect of the termination of this Contract as a result of an Event of Force Majeure. However, Service Provider shall be entitled to receive payments for all services actually rendered up to the date of the termination of this Agreement.

## **12. COMPLIANCE WITH LAWS**

**12.1** Service Provider hereby agrees and declares that it shall be the sole responsibility of Service Provider to comply with the provisions of all the applicable laws, concerning or in relation to rendering of Services by Service Provider as envisaged under this agreement.

**12.2** 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.

**12.3** Service Provider shall be solely liable & responsible for compliance of applicable Labour Laws in respect of its employees, agents, representatives and sub-Contractors and in particular Laws relating to terminal benefits such as Pension, Gratuity, Provident Fund, Bonus or other benefits to which they may be entitled and the Laws relating to Contract Labour, Minimum Wages, etc., and the Bank shall have no liability in these regards. Further, the Service Provider would indemnify/make good for the losses to the Bank for noncompliance or any claims against the Bank arising out of any noncompliance as above.

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

**Note:** A reference may be made in the agreement for incorporating additional clauses in respect of specific requirements of compliance of Contract Labour Regulation & Abolition Act, 1970 and rules wherever needed as per the scope of work.

### **13. RIGHT TO AUDIT**

**13.1** It is agreed by and between the Parties that the Bank shall have the right to audit the Equipment and Services anytime during the term of this Agreement. All costs for such audit shall be borne by the Bank and whenever certification is required by external empanelled auditors appointed by the Bank, cost of certification will be borne by the Vendor (Service Provider).

**13.2** The bank shall have the right to conduct audits on the Service Provider whether by its internal or external auditors, or by agents appointed to act on its behalf and to obtain copies of any audit or review reports and findings made on the service provider in conjunction with the services performed for the Bank.

**13.3** The Bank shall have the right to direct the Service Provider to get themselves audited by external empanelled auditors appointed by the Bank annually or as decided by the Bank, covering the risk parameters finalized by the Bank and the vendors are required to submit such certification by the Auditors to the Bank. The Bank can make its expert assessment on the efficiency and effectiveness of the security control, risk management, governance system and process created by the Service Provider. The Service Provider shall, whenever required by the Bank's

empanelled Auditors, furnish all relevant information, records/data to them. Where any deficiency has been observed during audit of the Service Provider on the risk parameters finalized by the Bank or in the certification submitted by the empanelled Auditors, the Service Provider shall correct/resolve the same at the earliest and shall provide all necessary documents related to resolution thereof and the empanelled auditor shall further certify in respect of resolution of the deficiencies. The resolution provided by the Service Provider shall require to be certified by the empanelled Auditors covering the respective risk parameters against which such deficiencies have been observed.

**13.4** The Service provider agrees to maintain the following books/ records and the Bank shall have the access to all books, records and information relevant to the Services available with the Service Provider.

1. Workmen employed.
2. Muster roll
3. Register of wages
4. Employment card
5. Register of Overtime.

**13.5** The Parties agree that the Bank shall have the right, but without any obligation to monitor and assess the Services to enable the Bank to take necessary corrective measures, provided any such monitoring shall not amount to supervision of any of the jobs of the Service Provider or the employees of the Service Provider.

**13.6** The Bank should have right to conduct surprise check of the Service Provider's activities in respect of the Services.

**13.7** The 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.

**13.8** The service provider agrees to allow the Reserve Bank of India or persons authorized by it to access the documents, records of transactions, and other necessary information stored or processed by the service provider in respect of this Agreement or the Services.

**13.9** The Service Provider agrees to preserve the documents and data in respect of the Services for such period in accordance with the legal/regulatory obligation of the Bank in this regard.

**13.10** The Service Provider agrees that the Complaints/feedback, if any received from the customers of the Bank in respect of the Services by Service Providers shall be recorded and Bank/Reserve Bank of India shall have access to such records and redressal of customer complaints by the Service Provider.

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

**14.1** Service Provider shall be paid fees and charges in the manner detailed in hereunder written subject to deduction of income tax thereon wherever required under the provisions of the Income Tax Act by the Bank.

**14.1.1** \_\_\_\_\_ 18

**14.1.2.** \_\_\_\_\_

**14.2** All duties and taxes (excluding<sup>13</sup>\_\_\_\_\_ or any other tax imposed by the Government in lieu of same), if any, which may be levied, shall be borne by the Service Provider and the Bank shall not be liable for the same.

**14.3** All expenses, stamp duty and other charges/ expenses in connection with execution of this Agreement shall be borne by Service Provider.

**14.4** The Bank may withhold payment of any product/services that it disputes in good faith and may set-off penalty amount or any other amount which Service provider owes to the Bank against amount payable to Service provider under this Agreement.

#### **15. GENERAL INDEMNITY**

Service Provider agrees and hereby keeps the Bank indemnified against all claims, actions, loss, damages, reputation loss, costs, expenses, charges, including legal expenses (Attorney, Advocates fees included) which the Bank may suffer or incur on account of any

deficiency in Services rendered by Service Provider or any acts of commission / omission on the part of employees, agents, representatives or Sub-Contractors of Service Provider. Service Provider agrees to make good the loss suffered by the Bank on first demand made by the Bank in this regard which shall be final conclusive and binding on Service Provider. The Service Provider shall also obtain a Comprehensive Insurance Policy to cover all losses, cost, expenses or claims which the Bank may be exposed to due to the deficiency in services provided by the Service Provider or due to any fraud, negligence, misconduct of the Service Provider or any acts of commission / omission on the part of his officers, employees, agents, representatives or Sub-contractor of the Service Provider. The Insurance obtained shall cover all direct losses and also indirect losses such as Reputational Loss, Financial Loss, Operational Loss etc.

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18. Please determine the applicability of the taxes.

- 15.1** Service Provider further undertakes to promptly notify the bank in writing any breach of obligation of the agreement by its employees or representatives including confidentiality obligation and in such an event, the Bank will in addition to and without prejudice to any other available remedies be entitled to immediate equitable relief in a Court of competent jurisdiction to protect its interest including injunctive relief.
- 15.2** The Service Provider shall be directly and vicariously liable to indemnify the Bank in case of any misuse of data/information of the Bank by the Service Provider, deliberate or otherwise.
- 15.3** The Service Provider shall indemnify and keep fully and effectively indemnified the Bank against all costs, claims, damages, demands, expenses and liabilities of whatsoever nature arising out of or in connection with all claims of infringement of trade mark, patent, copyright, industrial design or any other intellectual property rights of any third party arising from the Services or use of software or any other product under this Agreement, subject to the following condition(s):



**15.3.1** The Bank shall promptly notify the Service Provider in writing of any allegations of infringement of which it has notice;

**15.3.2** The Bank shall not make any admission of claims causing prejudice to the defence of the Service Provider against such claims without the Service Provider's prior written consent;

## **16. TERMINATION**

**16.1** The Bank may, without prejudice to any other remedy for breach of contract, with written notice of not less than thirty(30) days sent to the Service Provider, terminate the Agreement in whole or in part:

- a) if the Service Provider fails to deliver any or all the obligations within the time period specified in the Agreement, or any extension thereof granted by the Bank.
- b) if the Service Provider fails to perform any other obligation(s) under the Agreement.
- c) on the happening of any termination event mentioned herein above in this Agreement.
- d) for convenience.

**16.2** The Bank shall have a right to terminate the Agreement immediately by giving a notice in writing to Service Provider in the following eventualities:

**16.2.1** If any Receiver/Liquidator is appointed in connection with the business of the Service Provider or Service Provider transfers substantial assets in favour of its creditors or any orders / directions are issued by any Authority / Regulator which has the effect of suspension of the business of Service Provider.

**16.2.2** If Service Provider applies to the Court or passes a resolution for voluntary winding up of Service Provider or any other creditor / person files a petition for winding up or dissolution of Service Provider.

- 16.2.3** If Service Provider, in reasonable opinion of the Bank is unable to pay its debts or discharge its liabilities in normal course of business.
- 16.2.4** If Service Provider is unable to render the services up to the mark as envisaged under this agreement upon a reasonable assessment of the circumstances by the Bank which affect rendering of the services by Service Provider as envisaged under this agreement.
- 16.2.5** 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 customers.
- 16.2.6** If Service Provider is owned/ controlled wholly/ partly by any other bank operating in India.
- 16.2.7** If any officer/ employee/ director of Service Provider or their relatives as defined in section 2 (71) of the Companies Act, 2013 becomes a director of the Bank.
- 16.3** In the event of the termination of the Agreement, Service Provider shall be liable and responsible to return to the Bank all records, documents, data and information including Confidential Information pertains to or relating to the Bank in its possession.
- 16.4** In the event of termination of the Agreement for any reason, Bank shall have the right to give suitable publicity to the same including advising the Indian Banks' Association & publishing in one National & Vernacular News Paper each as well, if so required.
- 16.5** Upon termination or expiration of this Agreement, all rights and obligations of the Parties hereunder shall cease, except:
- a)** such rights and obligations as may have accrued on the date of termination or expiration;
  - b)** the obligation of confidentiality; and

- c) any right which a Party may have under the Application Law.

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

**17.1** The Service Provider shall arrange and ensure proper contingency plans to meet any unexpected obstruction to the Service Provider or any employees or sub-contractors of the Service Provider in rendering the Services or any part of the same under this Agreement to the Bank.

**17.2** The Service Provider agrees for the following continuity arrangements to ensure the business continuity of the Bank.

**17.2.1** In the event of this Agreement comes to end on account of termination or by the expiry of the term/ renewed term of the Agreement or otherwise, the Service Provider shall render all reasonable assistance and help to the Bank and to any new contractor engaged by the Bank, for the smooth switch over and continuity of the Services.

**17.2.2** In the event of failure of the Service Provider to render the Service, without prejudice to any other right the Bank shall have as per this Agreement, the Bank at its sole discretion may make alternative arrangements for getting the Services from any other source. And if the Bank gives a prior notice to the Service Provider before availing such service from any other alternative source, the Service Provider shall liable to reimburse the expenses, if any incurred by the Bank in availing such services from the alternative source.

## **18. BUSINESS CONTINUITY AND OPERATIONAL RESILIENCE (BC&OR)**

**18.1** Service provider shall maintain readiness and preparedness for business continuity on an ongoing basis.

**18.2** Service provider shall develop and establish a robust framework for documenting, maintaining and testing business continuity annually and recovery procedures.

**18.3** Service Provider shall undertake and test the Business Continuity and Disaster Recovery Plan at annual intervals, ensure occasional joint testing and recovery exercise with the link office as decided by the Bank.

## **19. DISPUTE RESOLUTION**

**19.1** All disputes or differences whatsoever arising between the parties out of or in connection with this Agreement (including dispute concerning interpretation) or in discharge of any obligation arising out of the Agreement (whether during the progress of work or after completion of such work and whether before or after the termination of the Contract, abandonment, or breach of the Contract), shall be settled amicably. If, however, the parties are not able to solve them amicably within 30 (thirty) days after dispute occurs as evidenced through the first written communication from any Party notifying the other regarding the disputes, the same shall be referred to and be subject to the exclusive jurisdiction of competent courts of \_only.

**19.2** Service Provider shall continue to work under the Agreement during the dispute resolution unless otherwise directed by the Bank or unless the matter is such that the work cannot possibly be continued until the decision of the competent court is obtained.

## **20. GOVERNING LAW & JURISDICTION**

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

**20.2** The Parties agree to submit to the exclusive jurisdiction of the appropriate court at \_\_\_\_\_ in connection with any dispute between the Parties under the Agreement.

## **21. ENTIRE AGREEMENT**

**21.1** This Agreement constitutes the entire agreement between the Parties with respect to the subject matter thereof 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.

**21.2** This Agreement comprises following Appendices/ Addendums/ Annexure/ Schedules<sup>19</sup> which shall be integral part of this Agreement, and the Parties shall be bound by the terms and conditions contained therein:

**21.2.1** \_\_\_\_\_

**21.2.2** \_\_\_\_\_

**21.3** If there is any ambiguity between any clause in this Agreement and any clause in any of the Appendices/Annexure, etc., or any ambiguity among the Appendices, Annexure, etc., the order of priority of documents in resolving such ambiguity shall be as follows:

**21.3.1** \_\_\_\_\_

**21.3.2** \_\_\_\_\_

## **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.

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19 Please also incorporate the Tender/ RFP/ RFP- modification documents also as part of the Agreement, if the same are relevant.

## **23. NOTICES**

**23.1** Any notice, invoice, approval, advice, report or any other communication required to be given under this Agreement shall be in writing and may be given by delivering the same by hand or sending the same by prepaid registered mail, postage prepaid 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 or facsimile).

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

**23.3** Address for communication to the Parties are as under:

**23.3.1 To the Bank**

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**23.3.2 To Service Provider**

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

#### **24. MISCELLANEOUS**

- 24.1** 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.
- 24.2** 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.
- 24.3** 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.
- 24.4** The Service Provider shall execute and deliver such additional documents and perform such additional actions, as may be necessary, appropriate or reasonably requested to carry out or evidence the transactions contemplated hereby.
- 24.5** In case of any change in applicable laws that has an effect on the terms of this Agreement, the Parties agree that the Agreement may be reviewed, and if deemed necessary by the Parties, make necessary amendments to the Agreement by mutual agreement in good faith.
- 24.6** If this Agreement is signed in counterparts, each counterpart shall be deemed to be an original.
- 24.7** The Service Provider shall not assign or transfer all or



any of its rights, benefits or obligations under this Agreement without the approval of the Bank. The Bank may, at any time, assign or transfer all or any of its rights, benefits and obligations under this Agreement.

- 24.8** All plans, drawings, specifications, designs, reports and other documents prepared by the Service Provider in the execution of the Agreement shall become and remain the property of the Bank, and before termination or expiration of this Agreement the Service Provider shall deliver all such documents, prepared under this Agreement along with a detailed inventory thereof, to the Bank.
- 24.9** The Service Provider agrees that they shall not use the logo, trademark, copy rights or other proprietary rights of the Bank in any advertisement or materials or any other written communication with any other party, without the prior written consent of the Bank.
- 24.10** Review of outsourced activity will be carried out by the Bank at half yearly intervals and in case of any deviations regarding delivery of services will be dealt with according to the provisions as mentioned elsewhere in this SLA.
- 24.11** Identification of the employee of vendor(s) to access the Bank's activity / process outsourced within the Bank will be ensured by way of biometric authentication which could even include Aadhar authentication.
- 24.12** The vendor further undertakes that during the term of the agreement including any renewal thereof, none of the promoters/ shareholders of the vendor shall belong to the country that is identified as high-risk country by RBI.
- 24.13** Rotation of duties of employees engaged by the outsourced agency will be ensured in line with Bank's rotation policy.

**24.14** All the employees of Third-Party Service Providers shall wear distinct uniform and ID Card of the respective organisation, while on duty.

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**

**By:**

**Name:**

**Designation:**

**Date:**

**Service Provider**

**By:**

**Name:**

**Designation:**

**Date:**

WITNESS:

- 1.
- 2.

**ANNEXURE, SCHEDULE, ETC.** (Please provide the Annexure, Schedules, etc.)

## **APPENDIX-J: NON-DISCLOSURE AGREEMENT**

### **NON-DISCLOSURE AGREEMENT**

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

State Bank of India constituted under the State Bank of India Act, 1955 having its Corporate Centre and Central Office at State Bank Bhavan, Madame Cama Road, Nariman Point, Mumbai-21 and its Global IT Centre at Sector-11, CBD Belapur, Navi Mumbai- 400614 through its \_\_\_\_\_ Department (hereinafter referred to as “Bank” which expression includes its successors and assigns) of the ONE PART;

And

\_\_\_\_\_ a private/public limited company/LLP/Firm *<strike off whichever is not applicable>* incorporated under the provisions of the Companies Act, 1956/ Limited Liability Partnership Act 2008/ Indian Partnership Act 1932 *<strike off whichever is not applicable>*, having its registered office at \_\_\_\_\_ (hereinafter referred to as “\_\_\_\_\_” which expression shall unless repugnant to the subject or context thereof, shall mean and include its successors and permitted assigns) of the OTHER PART;

And Whereas

1. \_\_\_\_\_ is carrying on business of providing \_\_\_\_\_, has agreed to \_\_\_\_\_ for the Bank and other related tasks.

2. For purposes of advancing their business relationship, the parties would need to disclose certain valuable confidential information to each other (the Party receiving the information being referred to as the “Receiving Party” and the Party disclosing the information being referred to as the “Disclosing Party. Therefore, in consideration of covenants and agreements contained herein for the mutual disclosure of confidential information to each other, and intending to be legally bound, the parties agree to terms and conditions as set out hereunder.

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

**1. Confidential Information and Confidential Materials:**

- (a) “Confidential Information” means non-public information that Disclosing Party designates as being confidential or which, under the circumstances surrounding disclosure ought to be treated as confidential. “Confidential Information” includes, without limitation, information relating to developed, installed or purchased Disclosing Party software or hardware products, the information relating to general architecture of Disclosing Party’s network, information relating to nature and content of data stored within network or in any other storage media, Disclosing Party’s business policies, practices, methodology, policy design delivery, and information received from others that Disclosing Party is obligated to treat as confidential. Confidential Information disclosed to Receiving Party by any Disclosing Party Subsidiary and/ or agents is covered by this agreement
- (b) Confidential Information shall not include any information that: (i) is or subsequently becomes publicly available without Receiving Party’s breach of any obligation owed to Disclosing party; (ii) becomes known to Receiving Party free from any confidentiality obligations prior to Disclosing Party’s disclosure of such information to Receiving Party; (iii) became known to Receiving Party from a source other than Disclosing Party other than by the breach of an obligation of confidentiality owed to Disclosing Party and without confidentiality restrictions on use and disclosure; or (iv) is independently developed by Receiving Party.
- (c) “Confidential Materials” shall mean all tangible materials containing Confidential Information, including without limitation written or printed documents and computer disks or tapes, whether machine or user readable.

**2. Restrictions**

- (a) Each party shall treat as confidential the Contract and any and all information (“confidential information”) obtained from the other pursuant to the Contract and shall not divulge such information to any person (except to such party’s “Covered Person” which term shall mean employees, contingent workers and professional advisers of a party who need to know the same) without the other party’s written consent provided that this clause shall not extend to information which was rightfully in the possession of such party prior to the commencement of the negotiations leading to the Contract, which is already public knowledge or becomes so at a future date (otherwise than as a result of a breach of this clause). Receiving Party will have executed or shall execute appropriate written agreements with Covered Person, sufficient to

enable it to comply with all the provisions of this Agreement. If Service Provider appoints any Sub-Contractor (if allowed) then Service Provider may disclose confidential information to such Sub-Contractor subject to such Sub Contractor giving the Bank an undertaking in similar terms to the provisions of this clause. Any breach of this Agreement by Receiving Party's Covered Person or Sub-Contractor shall also be constructed a breach of this Agreement by Receiving Party.

- (b) Receiving Party may disclose Confidential Information in accordance with judicial or other governmental order to the intended recipients (as detailed in this clause), provided Receiving Party shall give Disclosing Party reasonable notice (provided not restricted by applicable laws) prior to such disclosure and shall comply with any applicable protective order or equivalent. The intended recipients for this purpose are:
  - i. the statutory auditors of the either party and
  - ii. government or regulatory authorities regulating the affairs of the parties and inspectors and supervisory bodies thereof
- (c) Confidential Information and Confidential Material may be disclosed, reproduced, summarized or distributed only in pursuance of Receiving Party's business relationship with Disclosing Party, and only as otherwise provided hereunder. Receiving Party agrees to segregate all such Confidential Material from the confidential material of others in order to prevent mixing.

### 3. **Rights and Remedies**

- (a) Receiving Party shall notify Disclosing Party immediately upon discovery of any unauthorized use or disclosure of Confidential Information and/ or Confidential Materials, or any other breach of this Agreement by Receiving Party, and will cooperate with Disclosing Party in every reasonable way to help Disclosing Party regain possession of the Confidential Information and/ or Confidential Materials and prevent its further unauthorized use.
- (b) Receiving Party shall return all originals, copies, reproductions and summaries of Confidential Information or Confidential Materials at Disclosing Party's request, or at Disclosing Party's option, certify destruction of the same, 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.
- (c) Receiving Party acknowledges that monetary damages may not be the only and / or a sufficient remedy for unauthorized disclosure of Confidential

Information and that disclosing party shall be entitled, without waiving any other rights or remedies (including but not limited to as listed below), to injunctive or equitable relief as may be deemed proper by a Court of competent jurisdiction.

- i. Suspension of access privileges
  - ii. Change of personnel assigned to the job
  - iii. Termination of contract
- (d) Disclosing Party may visit Receiving Party's premises, with reasonable prior notice and during normal business hours, to review Receiving Party's compliance with the term of this Agreement.

#### 4. **Miscellaneous**

- (a) All Confidential Information and Confidential Materials are and shall remain the sole and of Disclosing Party. By disclosing information to Receiving Party, Disclosing Party does not grant any expressed or implied right to Receiving Party to disclose information under the Disclosing Party's patents, copyrights, trademarks, or trade secret information.
- (b) Confidential Information made available is provided "As Is," and disclosing party disclaims all representations, conditions and warranties, express or implied, including, without limitation, representations, conditions or warranties of accuracy, completeness, performance, fitness for a particular purpose, satisfactory quality and merchantability provided same shall not be construed to include fraud or wilful default of disclosing party.
- (c) Neither party grants to the other party any license, by implication or otherwise, to use the Confidential Information, other than for the limited purpose of evaluating or advancing a business relationship between the parties, or any license rights whatsoever in any patent, copyright or other intellectual property rights pertaining to the Confidential Information.
- (d) The terms of Confidentiality under this Agreement shall not be construed to limit either party's right to independently develop or acquire product without use of the other party's Confidential Information. Further, either party shall be free to use for any purpose the residuals resulting from access to or work with such Confidential Information, provided that such party shall maintain the confidentiality of the Confidential Information as provided herein. The term "residuals" means information in non-tangible form, which may be retained by person who has had access to the Confidential Information, including ideas, concepts, know-how or techniques contained therein. Neither party shall have any obligation to limit or restrict the assignment of

such persons or to pay royalties for any work resulting from the use of residuals. However, the foregoing shall not be deemed to grant to either party a license under the other party's copyrights or patents.

- (e) This Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof. It shall not be modified except by a written agreement dated subsequently to the date of this Agreement and signed by both parties. None of the provisions of this Agreement shall be deemed to have been waived by any act or acquiescence on the part of Disclosing Party, its agents, or employees, except by an instrument in writing signed by an authorized officer of Disclosing Party. No waiver of any provision of this Agreement shall constitute a waiver of any other provision(s) or of the same provision on another occasion.
- (f) . This Agreement shall be governed by and construed in accordance with the laws of Republic of India. Each Party hereby irrevocably submits to the exclusive jurisdiction of the courts of Mumbai.
- (g) Subject to the limitations set forth in this Agreement, this Agreement will inure to the benefit of and be binding upon the parties, their successors and assigns.
- (h) If any provision of this Agreement shall be held by a court of competent jurisdiction to be illegal, invalid or unenforceable, the remaining provisions shall remain in full force and effect.
- (i) The Agreement shall be effective from \_\_\_\_\_ ("Effective Date") and shall be valid for a period of \_\_\_\_\_ year(s) thereafter (the "Agreement Term"). The foregoing obligations as to confidentiality shall survive the term of this Agreement and for a period of five (5) years thereafter provided confidentiality obligations with respect to individually identifiable information, customer's data of Parties or software in human-readable form (e.g., source code) shall survive in perpetuity.

5. **Suggestions and Feedback**

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

without obligation of any kind to other party. The foregoing shall not, however, affect either party's obligations hereunder with respect to Confidential Information of other party.

Dated this \_\_\_\_\_ day of \_\_\_\_\_ (Month) 20\_\_ at \_\_\_\_\_(place)

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

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

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

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



**APPENDIX-K : PRE -BID QUERY FORMAT**

**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 |
|-------------|--------|-------------|----------------|-----------------|-------------------|
|             |        |             |                |                 |                   |
|             |        |             |                |                 |                   |
|             |        |             |                |                 |                   |
|             |        |             |                |                 |                   |

**APPENDIX-L: FORMAT FOR SUBMISSION OF CLIENT REFERENCES**

**Format for Submission of Client References**

**To whosoever it may concern**

| Particulars                                            | Details |
|--------------------------------------------------------|---------|
|                                                        |         |
| <b>Client Information</b>                              |         |
| Client Name                                            |         |
| Client address                                         |         |
|                                                        |         |
| Name of the contact person and designation             |         |
| Phone number of the contact person                     |         |
| E-mail address of the contact person                   |         |
| <b>Project Details</b>                                 |         |
| Name of the Project                                    |         |
| Start Date                                             |         |
| End Date                                               |         |
| Current Status (In Progress / Completed)               |         |
| <b>Size of Project</b>                                 |         |
| Value of Work Order (In Lakh) (only single work order) |         |
|                                                        |         |

**signatory**

**Name & Signature of authorised**

**Seal of Company**

## **APPENDIX-O: CERTIFICATE OF LOCAL CONTENT**

### **Certificate of Local Content**

<Certificate from the statutory auditor or cost auditor of the company (in case of companies) or from a practicing cost accountant or practicing chartered accountant (in respect of suppliers other than companies) giving the percentage of local content, on their letter head with Registration Number with seal.>

Date:

To,

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

Dear Sir,

**Ref.: RFP No. :** \_\_\_\_\_ **Dated:** \_\_\_\_\_

This is to certify that proposed \_\_\_\_\_ <details of services> is having the local content of \_\_\_\_\_ % as defined in the above-mentioned RFP.

2. This certificate is submitted in reference to the Public Procurement (Preference to Make in India), Order 2017 including revision thereto.

**Signature of Statutory Auditor/Cost Auditor**  
**Registration Number:**  
**Seal**

**Counter-signed:**

**Bidder**

< Certified copy of board resolution for appointment of statutory/cost auditor should also be enclosed with the certificate of local content.>

**Company seal:**