

Annexure-K

This agreement is made at Mumbai on this-----day of _____ 2025.

Between:

State Bank of India, constituted under the State Bank of India Act, 1955 having its Corporate Centre and Central Office at State Bank Bhavan, Madame Cama Road, Nariman Point, Mumbai-21 and having its Global IT Centre at Scetor-1, CBD Belapur, Navi Mumbai- 400614 including other Domestic & Foreign Offices through its Marketing and Communications Department hereinafter referred to as "the Bank/ SBI" which expression shall unless repugnant to the context or meaning thereof shall include its successors & assigns of the First Part;

AND

_____, private/public limited company/LLP/Firm the provisions of the Companies Act, 2013/ Limited Liability Partnership Act 2008/ Indian Partnership Act 1932, having its registered office at _____ hereinafter referred to as "Agency/ Agencies" 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 Agency are sometimes individually referred to as a "Party" and collectively as "Parties" throughout this Agreement, and the words Party and Parties shall be construed accordingly.

WHEREAS

(i) "The Bank" is carrying on business in banking in India and overseas and is desirous to avail the services for organizing events for its Business Units, Local Head Offices or Branch level activities and

(ii) The Agency is engaged in the business of developing and implementing events, has agreed to provide the services as per the scope of work defined in the Annexure A of this agreement and as defined in the RFP issued by the Bank along with its clarifications/ corrigenda, referred hereinafter as a "RFP" and same shall be part of this Agreement and the Bank has agreed to engage 'Agency' for such Services, on a mutually non-exclusive basis.

NOW THEREFORE, in consideration of the mutual covenants, undertakings and terms and conditions set forth below, and for other valid consideration the acceptability and

sufficiency of which are hereby acknowledged, the Parties with the intent to be legally bound hereby agree to the following terms and conditions hereinafter contained:

1. DEFINITIONS

Certain terms used in this Agreement are defined hereunder. Other terms used in this Agreement are defined where they are used and have the meanings there indicated. Unless otherwise specifically defined, those terms, acronyms and phrases in this Agreement that are utilized in the information technology services industry or other pertinent business context shall be interpreted in accordance with their generally understood meaning in such industry or business context, unless the context otherwise requires/mentions, the following definitions shall apply:

1. 'Bank/SBI/Client' shall mean the State Bank of India (including its domestic branches and foreign offices), and subsidiaries.
2. Services shall mean and include the Services offered by the Agency to the Bank, including but not limited to all event management activities for SBI as more particularly described in Statement of Work annexed to this Agreement as Annexure A and the RFP.
3. "Assignment / job" mean the work to be performed by selected Event Management Agency pursuant to the Contract.
4. "Charges" means any costs, expenses or other charges incurred by the Agency in providing Services to the Bank under this Agreement or as may be agreed between the Parties from time to time, that are liable to be reimbursed by the Bank to the Agency in accordance with the provisions contained in this Agreement.
5. "Day" means English calendar day.
6. "RFP" means the Request for Proposal issued by SBI for the empanelment of Event Management Agency vide RFP No. CC/M&C/2025-26/04 dated 07.10.2025.
7. "Terms of Reference" (TOR) means the document included in the RFP which explains the scope of work, activities and tasks to be performed.
8. "Agency/ Agencies" shall mean the successful Bidder(s) found eligible as per eligibility criteria set out in the RFP whose Bid has been accepted and who has

emerged as the one of the Successful Bidder(s) as per the selection criteria set out in the RFP.

9. "Agreement/Contract" shall mean this agreement including all its Annexure. Schedules, Appendix and all amendments therein agreed by the Parties in writing.

2. Empanelment:

Subject to the provisions of this Agreement, and in consideration of the obligations undertaken by the Agency as set forth in this Agreement, and relying on the representations and warranties of the Agency, the Bank hereby empanels the Agency in the panel of event management Agency, and the Agency hereby accepts its appointment, as a non-exclusive Agency for providing the Services as hereinafter defined.

3. Representations and Warranties

3.1. The Agency represents and warrants that it has all requisite power and authorisation to enter into and perform the agreement and that nothing contained in the agreement or required in the performance conflict or will conflict with or give rise to breach or default or permit any person or entity to terminate any contract.

3.2. The person(s) signing this agreement on behalf of the Agency have the necessary authority and approval for execution of this document and to bind his/their respective organization for due performance as set out in this Agreement. It has all necessary statutory and regulatory permissions, approvals and permits for the running and operation of its business.

3.3 The Agency 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 Agencies, affiliates or subcontractors) which it provides to the "Bank", 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.

3.4. The Agency will provide such cooperation as the "Bank" reasonably requests in order to give full effect to the provisions of this Agreement.

3.5. The execution and performance of this Agreement by the Agency does not and shall not violate any provision of any of the existing Agreement with any of the party and any other third party.

3.6 The Agency represents and warrants that all services performed under this agreement will be of professional quality conforming to generally accepted industry practices. Services performed by Agency which are determined by the Bank to be of less than professional quality shall at the Bank's option, be corrected by Agency at its own cost. Further, the Bank reserves the right to terminate and de-panel the Agency from its panel, if in the opinion of the Bank, the services provided by the Agency are not of the expected quality.

4. SERVICES & SCOPE OF WORK

The scope of work includes but is not limited to the following:

- Pre event planning as per event requirement
- Planning and Execution as per event brief provided.
- Concept development and presentation on suggested theme with rationale.
- Set Designing and 3D rendering of Set.
- Creative designing and print files generation as per developed concept as per corporate brand guidelines.
- Sourcing of Event requisites such as giveaways.
- Printing and branding as per print files provided.
- Onsite Event Fabrication.
- Onsite Technical Setup.
- Sourcing of specialists as per event requirement.
- Sourcing of any specialist as per event requirement e.g., Subject matter speakers, motivational speakers, team building experts etc.
- Artist Management and coordination
- Arranging all required govt clearances/ permissions/ Licenses to conduct the event.
- Local liaising with Hotel/Branch for smooth event setup and running of show.
- Liaising with Company representative for the event flow or any special requirements.
- Timely submission of event photograph, video etc.
- Timely event closure and submission of closure report
- Airport and Hotel coordination for any branding requirement during arrival.

- Any other work related to event management or any other marketing related work the bank may assign.
- Besides, as far as the digital platform is concerned, following are the scope of work:

The capability of streaming offline events digitally can be added. Below is the Scope of work related to the digital streaming of on-ground events.

1. Pre-Event Planning & Strategy

- Define event objectives, target audience, and expected outcomes—both for physical and digital participants.
- Develop a comprehensive event schedule, including sessions that will be streamed, speaker arrangements (on-site and remote), and contingency planning for hybrid scenarios.
- Assist with venue booking that is streaming-friendly (AV, internet, layout).
- Design event branding and digital collateral for promotion and attendee engagement.

2. Technology Assessment & Setup

- Provide reliable live streaming infrastructure: professional-grade cameras, microphones, encoders, and backup equipment.
- Ensure robust internet connectivity at the venue, preferably dedicated broadband, capable of handling concurrent viewers.
- Select and configure streaming platforms, with options for simultaneous broadcast on channels like YouTube, Facebook, or a bespoke webinar platform, as informed by the Bank.
- Conduct equipment and platform tests ahead of the event for seamless delivery.

3. Event Execution

- Full on-ground event management: registration, speaker handling, and crowd management.
- Coordinate live and virtual speaker integration, including interactive sessions such as Q&As, polls, and chats for online audiences.
- Real-time troubleshooting during the event, including AV, connectivity, and streaming support.
- Implement audience engagement strategies for both streams (moderation, virtual networking areas, breakout sessions).

4. Post-Event Deliverables

- Provide professionally edited recordings of streamed sessions and short highlight videos for promotions.
- Deliver post-event analytics: attendance, engagement metrics, platform performance, and technical reports.
- Support post-event engagement: sending out surveys, thank you emails, and relevant follow-up communications.

5. Documentation & Reporting

- Share detailed pre-event, event-day, and post-event reports covering all technical and logistical aspects.
- Maintain a clear communication channel for feedback and issue resolution before, during, and after the event.

6. Additional Considerations

- Ensure compliance with data privacy and copyright regulations for online streaming.
- PII information collected during registration for the events will be owned by the Bank, and the selected vendor must adhere to the privacy policies and must not claim to obtain the respective information.
- Align with tailored marketing plans for promoting the hybrid event to both physical and virtual attendees.
- Provide emergency backup solutions for technical failures and ensure support personnel are on standby throughout.

The above list is only indicative. Empaneled agencies must undertake and deliver any other event related aspect that SBI may brief/require.

4.1 The Bank may add to or reduce the scope of the Services, from time to time, by giving 2 business days' notice to the Agency. Any such changes made by the Bank in the scope of Services shall take effect from the date notified in such notice issued by the Bank and shall be deemed to form part of the Agreement.

4.2 Subject to fulfilment of the applicable laws and regulations, without in any way relieving the Agency of its obligations or in any manner diluting its obligations, the Agency shall, at its own cost and sole responsibility, appoint/designate its employees, agents, as the Agency considers appropriate, for providing Services to the Bank. It is

clarified that, notwithstanding such appointments, the Agency shall continue to be liable to the Bank under this Agreement.

4.3 The Agency shall, with respect to any matter pertaining to or arising out of this Agreement, deal with the Designated Person of the Bank as may be appointed and notified by the Bank, from time to time. All such dealings shall take place only during normal business hours. The Agency shall also nominate and keep nominated at all relevant times, one of its senior employees to be the authorized representative of the Agency who shall have the authority to do all such acts as may be required to be done by the Agency under or pursuant to this Agreement and the acts done by such authorized person shall be binding on the Agency.

5. TERM

5.1 This Agreement shall be deemed to have commenced from _____(Effective Date). The empanelment will be valid for a period of 3 years subject to satisfactory performance and the Bank reserves its right to terminate the empanelment before the said period.

5.2 Subject to the provisions of this Agreement, either Party hereto may at any time terminate this Agreement, without assigning any reason, by written notice of not less than 30 (Thirty) days to the “other party”.

5.3 Without prejudice to clause 4.2, the Bank may terminate this Agreement forthwith, if any of the following events occur at any time after the date hereof:

- (i) If there is a breach by the Agency of any agreement, covenant, condition or obligation contained in this Agreement and such breach, in the opinion of the Bank, is incapable of being remedied, or in case of a breach, which in the opinion of the Bank is capable of remedy, remains un-remedied for a period of 10 days from the date of service of written notice by the Bank to the Agency;
- (ii) If, in the opinion of the Bank, the conduct of the Agency is prejudicial to the interest or reputation of the Bank or the Agency makes any misrepresentation to the Bank;
- (iii) If the Agency commits or attempts to commit any fraud or violates or attempts to violate any applicable law or causes or attempts to cause a breach by the Bank of any law or regulation;

(iv) If the Agency becomes incapable of rendering the Services or performing its functions or compounds with its creditors or a receiver is appointed for any part of the business or assets of the Agency;

(v) If the Agency files any petition for winding up, or if any petition for winding up is filed by any person against the Agency and the same is not dismissed within a period of 60 days after such filing;

(vi) If the Agency fails to meet the minimum performance requirements prescribed by the Bank, from time to time;

(vii) If the Agency commits a breach of any of the provisions contained in this Agreement, relating to non-compete, confidentiality, breach of IP etc.];

(viii) If the Agency commits a material breach of the provisions of this Agreement.

5.4 The termination of this Agreement shall not affect (i) any of the rights to which a Party is entitled, and (ii) any of the obligations/liabilities to which a party may be subject, that has accrued prior to such termination.

5.5 In addition to the other rights of the Bank as provided in this Agreement, upon the termination of this Agreement, the Agency shall, forthwith:

(i) Cease to represent that it in any manner connected to the Bank;

(ii) Return to the Bank any authorization or other letter or document issued to the Agency to identify itself as authorized representative of the Bank;

(iii) Cease to use the Confidential Information including, without limitation, any document, products literature, stationery or other material received from or belonging to the Bank;

(iv) deliver/return to the Bank all Confidential Information, operations manual, software, data or other materials received from or belonging to the Bank;

(v) Render proper account of all documents and other materials received from or belonging to the Bank.

5.6 The Bank shall have no obligation to pay remuneration to the Agency in the event this Agreement is terminated by the Bank for fraud or misconduct by the Agency or for any other cause.

5.7 The empanelment will be valid for a period of 3 years with effect commencing from -
----- subject to satisfactory performance and the Bank reserves its right to terminate the empanelment before the mentioned period.

5.8 Agency agrees and understands that mere empanelment does not entitle the Agency to the right to get work.

5.9. The Bank may advise the empanelled Agency to submit the tender/quotation as and when events are proposed to be taken up.

5.10 The Bank reserves the right of selection of Agency from the list of empanelled Agency for inviting tenders/quotation. The Bank also reserves the right to remove the name of the Agency from the list of empanelled Agency if no proper response is received for three consecutive tenders floated. The Bank may also, if need be consider selection of event management Agency outside the panel for any specific event.

6. COVENANTS, RIGHTS AND OBLIGATIONS OF THE AGENCY:

6.1 In addition to the covenants, rights and obligations provided elsewhere in this Agreement, the Agency shall:

(i) Engage and employ competent personnel who shall use their best efforts, devote their time and attention and exercise due skill and diligence in performing the Services and in promoting the interest of the Bank.

(ii) Bear and pay (except as may otherwise be specified in this Agreement) all costs, charges and expenses incurred by it in performance of the Services and conduct of its activities pursuant to this Agreement.

(iii) The Agency shall always be liable to ensure statutory compliances including those under applicable laws and shall keep the Bank always indemnified on account of any breach, violation or noncompliance on part of the Agency in regard to such compliances. It is expressly agreed that the personnel deployed by the Agency for performance of the Services under this Agreement shall not under any circumstances be deemed to be employees of the Bank, and the Agency shall always ensure that no claim of employment or benefits are made by such persons on the Bank. The Agency also agrees to fully indemnify the Bank against all costs, damages that the Bank may have to incur in the event such a claim is made on the Bank.

(iv) use ethical and lawful means in rendering the Services for the Bank and shall not at any time, whether during the currency of this Agreement or otherwise, act in a manner, which may cause any disrepute to or adversely affect the reputation or cause damage to the goodwill of the Bank.

(v) Obtain prior written approval of the Bank, in form and content, before publishing or circulating, directly or indirectly, any material in any form, concerning the Bank or its business, or depicting or using the Bank's trademarks or logos.

(vi) Abide by the directions, instructions, guidelines and procedures of the Bank, maintain records of all its transactions in relation to the Bank and furnish a detailed report in relation thereto, to the Bank and maintain the service level standards prescribed by the Bank in the Schedule of Services in performing the Services.

(vii) Perform his obligations under this Agreement on or within the time period prescribed by the Bank for the performance of Services under this Agreement. Any failure of the Agency to perform its obligations under this Agreement within the time prescribed by the Bank would be a material breach of this Agreement and the Bank shall have the right to terminate this Agreement with the Agency, if the Agency fails to cure such breach within a reasonable period of time notified by the Bank. On such failure the Agency shall indemnify the Bank on all damages incurred because of such termination.

6.2 The Agency shall promptly notify the Bank in writing, if the Agency is in breach or likely to be in breach of any of its obligations, covenants, duties, representations or warranties under this Agreement or any other law for the time being in force. Any failure on the part of Agency in notifying the Bank shall be considered as a material breach of the provisions of this Agreement.

7. FEES AND CHARGES:

7.1 In consideration of the Services to be rendered by the Agency, the Bank agrees to pay to the Agency, the Fees, after deduction of all applicable taxes, levies and other charges, that are required to be deducted or withheld (under applicable law or this Agreement) from the gross amount in the Invoice. Such payments shall be made by the Bank to the Agency within 60 days of receipt of relevant Invoice from the Agency, subject to the Agency furnishing all appropriate documents (including those in relation to reimbursement of Charges).

7.2 Unless otherwise expressly provided in – clause 51 of RFP –

Terms of Payment - Any reimbursement of Charges will be made by the Bank only if such amounts have been previously approved by the Designated Person of the Bank. Further, all original bills, payment receipts and other supporting documents for Charges incurred by the Agency shall be submitted to the Bank along with the relevant Invoice.

7.3 The Bank may withhold any payments (including Fees or Charges), not exceeding [10] % of the amounts (including Fees and Charges) paid by it under the Agreement till the relevant time, as security for the performance by the Agency of the covenants and conditions of this Agreement. The Bank may, at its discretion, set off and adjust any amounts (including Fees and Charges) payable to the Agency against any other payments due from the Agency to the Bank (either under this Agreement or in any other manner outside the Agreement) and the Agency hereby consents to such set off and adjustment.

7.4 In the event the Bank is not satisfied with the services of the Agency or Agency does not perform the services agreed to under this Agreement, the Bank shall issue a written notice to the Agency informing the Agency of its dissatisfaction or the non-performance of the Agency and the Bank shall not be liable to pay the Agency for the same.

7.5 As a practice, the bank will not provide any advances for the activity/event; however, the bank may consider evaluating the circumstances before the activity/event to decide on the exceptional conditions.

8. EVENT CONCEPT & PERMISSIONS

The Agency will be responsible for conception of idea of the event, event design, and execution and other related and required aspects such as permissions from various govt. /other authorities, safety arrangements, insurance etc. As part of this, the Agency may be required to engage with any specialist Agencies such as consumer research, film production house, event venues, travel agents, etc. or other relevant Agencies to deliver holistic solutions.

9. LIABILITY AND INDEMNITY:

The Agency shall indemnify and hold harmless the Bank from and against any losses, liabilities, direct and indirect damages, claims, costs and expenses (including attorney's fees and expenses, any third-party claims), which the Bank or any of its Directors or officers may incur or suffer as a result of or in connection with any of the following:

- (i) Breach by the Agency or its employees or agent of any agreement, covenant, obligations, duties or condition contained in this Agreement.
- (ii) The submission of inaccurate information by the Agency to the Bank.
- (iii) The commission of any acts or any omission by the Agency or its employees or agent.
- (iv) Violation or breach of any applicable law by the Agency or its employees.
- (v) Any unlawful act or misdemeanour committed or performed by the Agency or its employees or agents while providing Services to the Bank under this Agreement.
- (vi) Breach or purported breach by the Agency of any of the intellectual, industrial or other property rights of any other persons.

10. DATABASE AND CONFIDENTIALITY:

10.1 The Agency shall hold in strictest confidence the Confidential Information. The Agency further agrees and acknowledges that the Confidential Information belongs to and is the sole property of the Bank and the Agency shall not disclose or cause to be disclosed (whether directly or indirectly) any Confidential Information to any person (except to its employees and to the extent such disclosure is necessary in the course of performance of Services under this Agreement). The Agency acknowledges that any disclosure or dissemination of such Confidential Information to any person will cause the Bank grave prejudice and harm to the Bank.

10.2 The Agency Agrees and understands the records/shipments are strictly confidential under various provisions of law. Agency further understands and agrees that an employee of the Agency who violates the confidentiality provisions is subject to penalties, including monetary fines.

10.3 The Agency agrees that the Agency and each employee of the Agency that comes in contact with the records/shipments will not identify, disclose, release, or discuss the content of the same with any person.

10.4 The Agency agrees to give limited access to the records of the Bank to his employees.

10.5 The Agency shall forthwith return all Confidential Information to the Bank upon the termination or expiration of this Agreement and shall destroy any such Confidential Information as may be contained in its records or books or systems.

10.6 The Agency confirms and agrees that it will procure, each of such employees, consultants or other persons engaged by the Agency in relation to or pursuant to this Agreement in providing the Services, to execute appropriate documents securing confidentiality of such Confidential Information, as they apply to the Agency herein.

10.7 The provisions of this Clause 10 shall survive expiration or termination of this Agreement.

10.8 The content/communication (videos, creative's, write-ups, GIF's, banners, articles, logo, art) developed by the Agency for the event/activity solely belongs to the bank and all the relevant documents and open files should be handed over to the bank.

11. SUBCONTRACTING

As per scope of the RFP, subcontracting is prohibited. However, if the Bidder subsequently wishes to sub-contract any part of the scope of work, it will have to obtain specific written permission from the Bank before contracting any work to subcontractors. Bank at its own discretion may permit or deny the same.

- a) In case subcontracting is permitted by the Bank, the contracting Agency will be responsible for all the services provided to the Bank regardless of which entity is conducting the operations. The contracting Agency is also responsible for ensuring that the sub-contractor comply with all security requirements of the contract and the Bank can obtain independent audit report for the same. In such a case, the Bidder shall provide subcontracting details to the Bank and if require, Bank may evaluate the same.
- b) Agency shall not be allowed to sub-contract works to any contractor from a country which shares a land border with India unless such contractor is registered with DPIIT.
- c) In case sub-contracting is permitted by the Bank, the Successful bidder shall also furnish a certificate in the below format to the Bank

"I have read the clause regarding restrictions on procurement from a bidder of a country which shares a land border with India and on sub-contracting to

contractors from such countries; I certify that this bidder is not from such a country or if from such a country, has been registered with DPIIT and will not subcontract any work to a contractor from such countries unless such contractor is registered with DPIIT. I certify that the bidder fulfills all requirements in this regard and is eligible to be considered.”

(wherever applicable certificate of registration with DPIIT shall be attached)

12. NON-SOLICITATION

The Agency shall not, without the prior written consent of the Bank, at any time during the term of this Agreement and for a further period of six months following the expiry, dissolution or termination of the Agreement either independently or through any of its directors, employees, agents or any other third party or howsoever approach or solicit or endeavour to employ or entice away from the Bank, any personnel of the Bank, whether or not such person was involved with the Services provided under this agreement.

13. AUDIT AND INSPECTION

13.1 On sufficient notice to the Agency, the Bank may cause the Agency's conformity with the applicable laws and regulations to be audited either by itself or by a third party engaged by the Bank.

13.2 Where any deficiency has been observed during audit of the Agency(s) on the risk parameters finalized by the Bank or in the certification submitted by the Auditors, the Agency shall correct/resolve the same at the earliest and shall provide all necessary documents related to resolution thereof and the auditor shall further certify in respect of resolution of the deficiencies. The resolution provided by the Agency shall require to be certified by the Auditors covering the respective risk parameters against which such deficiencies have been observed.

13.3 Agency(s) shall, whenever required by the Bank, furnish all relevant information, records/data to such auditors and/or inspecting officials of the Bank/Reserve Bank of India and or any regulatory authority. The Bank reserves the right to call and/or retain for any relevant material information /reports including audit or review reports undertaken by the Agency (e.g., financial, internal control and security reviews) and findings made on Selected Bidder in conjunction with the services provided to the Bank.

13.4 During the term of this Agreement and one year thereafter the Bank is entitled to have inspected the Agency's performance of services and/or deliverables under the

Agreement either by itself or by a third party engaged by the Bank, insofar as reasonably necessary to verify compliance with the provisions of this Agreement. Such persons carrying on the inspection shall sign appropriate confidentiality agreements as required by the Bank.

14. Disputes Resolution

All disputes or differences whatsoever arising between the parties out of or in connection with the RFP and the Contract or in discharge of any obligation arising out of this RFP and the Contract (whether during the progress of work or after completion of such work and whether before or after the termination of the contract, abandonment or breach of the contract), shall be settled amicably. If however, the parties are not able to solve them amicably within 90 (ninety) 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 civil courts of Mumbai only.

15. JURISDICTION

The Contract/RFP 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.

16. MISCELLANEOUS

16.1 Independent Parties

The Parties to this Agreement are independent parties. Nothing in this Agreement shall be deemed to constitute a partnership between the Parties or constitute a relationship of, employer and employee or Agency between the Bank and the Agency or between the Bank and any persons employed by the Agency.

16.2 Notices:

All notices, demands or other communications required to be given or made hereunder by either Party shall be in English language, in writing and (i) delivered personally or (ii) sent by prepaid registered post or (iii) sent through courier or (iv) sent through facsimile transmission addressed to the "other party" at its address or number given below or to such address or number as that Party may from time to time notify to the "Bank";

- (a) In the case of the Bank

General Manager
(CC&M)
Marketing and Communication Dept.
9th Floor State Bank Bhavan
Madame Cama Road
Nariman Point, Mumbai - 400021

(b) In case of Agency

In case there is any change in the address of one party, it shall be communicated in writing to the other party with in 3 (days).

16.3 Severability:

The illegality, invalidity or unenforceability of any provision of this Agreement under the law of any jurisdiction to which any Party is subject shall not affect the legality, validity or enforceability of the other provisions hereof.

16.4 Waiver:

No failure of either Party to exercise, and no delay by it in exercising, any right, power or remedy in connection with this Agreement (each a "Right") will operate as a waiver thereof, nor will any single or partial exercise of any Right preclude any other or further exercise of such Right or the exercise of any other Right. Any express waiver of any breach of this Agreement shall not be deemed to be a waiver of any subsequent breach.

16.5 Assignments:

The Agency shall not be entitled to assign its rights and obligations hereunder, except as may be specifically and previously permitted by the Bank in writing.

16.6 Entire Agreement/Amendment:

This Agreement incorporates the entire Agreement between the Parties hereto and no amendment, alteration, cancellation or variation thereof shall be of any force or effect unless it is in writing and signed by both the Parties hereto.

16.7 Further Acts:

Each Party undertakes to execute, do and take all such steps as may be in their respective powers to execute, do and take or procure to be executed, taken or done and to execute all such further documents, agreements and deeds and do all further acts, deeds, matters and things as may be required to give effect to the provisions of this Agreement.

16.8 Gender; Number:

The use of the masculine gender shall include all other genders. The use of the singular number shall include the plural number and vice-versa.

16.9 Headings:

Clause headings used herein are only for ease of reference and shall not affect the interpretation or meaning of any provision of this Agreement.

16.10 Counterparts:

This Agreement may be executed in two counterparts, one to be retained by each Party, each of which shall constitute original but both of which when taken together shall constitute and evidence one and the same transaction.

16.11 Taxes etc. in relation to the Services:

The Parties agree that the Fees as specified in this Agreement shall be considered as Exclusive of applicable service tax, no further amounts by way of any, charges or other levies shall be payable by the Bank over and above the Fees specified. Any and all such present and future, charges or other levies would be borne and paid by the Agency.

16.12 Liability to pay taxes on income:

Notwithstanding any deductions as may be made by the Bank as specified in this Agreement or as may be required under applicable law, the Agency alone shall be liable to bear and pay any taxes on income earned by it.

17. BRIBERY AND CORRUPT PRACTICES

a) Agency represent to Bank that they have not and agree that they shall not in connection with the transactions contemplated by this Agreement make any payment or transfer anything of value, offer, promise or give a financial or other advantage or request, agree to receive or accept a financial or other advantage either directly or indirectly:

(i) To any government official or employee (including employees of a government corporation or public international organisation) or to any political party or candidate for public office; or

(ii) To any other person or entity,

(iii) If to do so would violate or cause the Bank to be in violation of the laws of the country in which it is done or the laws of the India (or any part thereof).

b) It is the intention of the Bank and Agency that in the course of their respective negotiations and performance of this Agreement no payments or transfers of value offers, promises or giving of any financial or other advantage or requests, agreements to receive or acceptances of any financial or other advantage shall be made either directly or indirectly which have the purpose or effect of public or commercial bribery or acceptance of or acquiescence in bribery, extortion, kickbacks, greasing or other unlawful or improper means of obtaining or retaining business, commercial advantage or the improper performance of any function or activity.

19. Liquidated Damages:

If the Agency fails to deliver and perform any or all the services within the stipulated time schedule as specified in this RFP/ Contract, the Bank may, without prejudice to its other remedies under the Contract, and unless otherwise extension of time is agreed upon without the application of Liquidated Damages, deduct from the Contract Price, as liquidated damages mentioned in point no. 14 at Part – II Schedule of Events of the RFP. Once the maximum deduction is reached, the Bank may consider termination of the Contract.

20. Penalties

1. Any damage caused to the reputation of the bank due to any mismanagement in the event handling or execution of the event by the Agency or its subcontractors, it will be liable to pay 5 times the cost of the event to the bank within 15 days or else bank will take legal action against the Agency
2. If the Agency uses the brand/name of the bank for any other commercial purpose without its permission, Agency will be liable to pay the penalties imposed by the bank
3. If the Agency after taking up the work for an event leaves it in incomplete due to any reason, the Agency would have to pay 5 times the cost of the event to the bank.

Dated this _____ Day of 2022 at Mumbai, Maharashtra

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

(Agency)

By:

By:

Name:

Name:

Designation:

Designation:

Date:

Date: