

FOR PROCUREMENT OF CARETAKER SERVICES AT ATM SITES

Ref: SBI:18:19 dated : 05/09/2018

**STATE BANK OF INDIA
ATM DEPARTMENT
LOCAL HEAD OFFICE
HOSHANGABAD ROAD
BHOPAL - 462011**

Part-1

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1. INVITATION TO BID:

- i. **State Bank of India**, Local Head Office, Bhopal (hereinafter referred to as **'the Bank'**) issues this Request for Proposal (RFP) for procurement of Caretaker Service for aprox. 2111 shifts at 1214 CAPEX ATM sites located in the states of Madhya Pradesh (MP) and Chhattisgarh (CG).
- ii. In order to meet the Services requirements, the Bank proposes to invite tenders from eligible vendors as per details/**scope of work** mentioned in **Annexure-E** of this RFP document.
- iii. Bidder shall mean any entity (i.e. juristic person) who meets the **eligibility criteria given in Annexure-B** of this RFP and willing to provide the Services as required in this bidding document. The interested Bidders who agree to all the terms and conditions contained in this document may submit their Bids with the information desired in this bidding document (Request for Proposal).
- iv. Address for submission of Bids, contact details including email address for sending communications are given in given in part II of this RFP document.
- v. The purpose of SBI behind this RFP is to seek a detailed technical and commercial proposal for procurement of the Services desired in this document.
- vi. This document shall not be transferred, reproduced or otherwise used for purpose other than for which it is specifically issued.
- vii. Interested Bidders are advised to go through the entire document before submission of Bids to avoid any chance of elimination. The eligible Bidders desirous of providing Services to SBI are invited to submit their technical 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.

2. Disclaimer:

- i. The information contained in this RFP document or information provided subsequently to Bidder(s) whether verbally or in documentary form/email

by or on behalf of State Bank of India (Bank), is subject to the terms and conditions set out in this RFP document.

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

3. Definitions:

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

- i. **“The Bank”** ‘means the State Bank of India, Local Head Office, Bhopal (and its Branches in the States of MP & CG)
- ii. **“Bidder/Service Provider/System Integrator”** means an eligible entity submitting the Bid in response to this RFP as Caretaker Agencies (CTA) for providing Caretaker services (CTS) at Automated Teller Machine (ATM).
- iii. **“Bid”** means the written reply or submission of response to this RFP.
- iv. **“The Contract”** means the agreement entered into between the Bank and the Vendor, as recorded in the Contract Form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein.
- v. **“Vendor/Service Provider”** is the successful Bidder found eligible as per eligibility criteria set out in this RFP, whose technical Bid has been accepted and who has emerged as L1/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. **“The Contract Price/Project Cost”** means the price payable to the Vendor under the Contract for the full and proper performance of its contractual obligations.
- vii. **“Services”** means all services, scope of work and deliverables to be provided by a Bidder as described in the RFP and include provision of technical assistance, training, certifications, auditing and other obligation of the Vendor covered under this RFP.

4. Scope of Work:

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

5. Eligibility and Technical Criteria:

Bid is open to all Bidders who meet the eligibility and technical criteria as given in **Annexure-B & Annexure-C** of this document. The Bidder has to submit the documents substantiating eligibility criteria as mentioned in this RFP document, subject to:

- (a) If any Bidder submits Bid on behalf of Principal, the same Bidder shall not submit a Bid on behalf of another Principal under the RFP.
- (b) Either the Bidder on behalf of Principal or Principal itself is allowed to Bid, however both cannot Bid simultaneously.

6. 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.

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

- i. Bidder requiring any clarification of the bidding Document may notify the Bank in writing **strictly as per the format given in Annexure-J** at the address/by e-mail given in part II of this document within the date/time mentioned in the schedule of events.
- ii. A pre-Bid meeting may be held, if required, 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 conveyed to the Bidders.
- iv. SBI reserves the right to amend, rescind or reissue the RFP, at any time prior to the deadline for submission of Bids. The Bank, for any reason, whether, on its own initiative or in response to a clarification requested by a prospective Bidder, may modify the bidding Document, by amendment which will be made available to the Bidders by way of corrigendum/addendum. The interested parties/Bidders are advised to check the Bank's website regularly till the date of submission of Bid document specified in the schedule of events/email and ensure that clarifications / amendments issued by the Bank, if any, have been taken into consideration before submitting the Bid. Such amendments/clarifications, if any, issued by the Bank will be binding on the participating Bidders. Bank will not take any responsibility for any such omissions by the Bidder. SBI, at its own discretion, may extend the deadline for submission of Bids in order to allow prospective Bidders a reasonable time to prepare the Bid, for taking the amendment into account. Nothing in this RFP or any addenda/corrigenda or clarifications issued in connection thereto is intended to relieve Bidders from forming their own opinions and conclusions in respect of the matters addressed in this RFP or any addenda/corrigenda or clarifications issued in connection thereto.

- v. No request for change in commercial/legal terms and conditions, other than what has been mentioned in the RFP or any addenda/corrigenda or clarifications issued in connection thereto, will be entertained and queries in this regard, therefore will not be entertained.
- vi. Queries received after the scheduled date and time will not be responded/acted upon.

8. Contents of Bid documents:

- i. The Bidder must thoroughly study/analyze and properly understand the contents of this RFP document, its meaning and impact of the information contained therein.
- ii. Failure to furnish all information required in the bidding document or submission of Bid not responsive to the bidding documents in any respect will be at the Bidder's risk and responsibility and the same may finally result in rejection of its Bid. SBI has made considerable effort to ensure that accurate information is contained in this RFP and is supplied solely as guidelines for Bidders.
- iii. Nothing in this RFP or any addenda/corrigenda or clarifications issued in connection thereto, is intended to relieve Bidders from forming their own opinions and conclusions in respect of the matters contained in RFP and its addenda, if any.
- iv. The Bid prepared by the Bidder, as well as all correspondences and documents relating to the Bid exchanged by the Bidder and the Bank and supporting documents and printed literature shall be submitted in English.
- v. The information provided by the Bidders in response to this RFP will become the property of SBI and will not be returned. Incomplete information in Bid document may lead to non-consideration of the proposal.

9. Earnest Money Deposit (EMD):

- i. The Bidder shall furnish EMD for the amount and validity period mentioned in Part II of this document.
- ii. EMD is required to protect the Bank against the risk of Bidder's conduct.
- iii. The EMD may be in the form of a Demand Draft or Pay Order drawn in favour of State Bank of India payable at Bhopal.

- iv. Any Bid not accompanied by EMD for the specified amount as mentioned elsewhere in the RFP will be rejected as non-responsive.
- v. The EMD of the unsuccessful Bidders shall be returned within 2 weeks from the date of Bid finalisation.
- vi. The EMD of successful Bidder will be discharged upon the Bidder signing the Contract and furnishing the Performance Bank Guarantee for the amount and validity as mentioned in Part II of this RFP which should be strictly on the lines of format placed at **Annexure-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 or furnish Performance Bank Guarantee, within the specified time period in the RFP/Purchase Order.
- ix. If EMD is forfeited for any reasons mentioned above, the concerned Bidder may be debarred from participating in the RFPs floated by the Bank/this department, in future, as per sole discretion of the Bank.

10. Bid Preparation and submission:

- i. The Bid is to be submitted in two separate envelopes. One of the envelope is to be prominently marked as '**Technical Proposal for providing Caretaker Services in response to the RFP No. 18:19 dated 05/09/2018.**' This envelope should contain following documents and **properly sealed**:
 - (a) Bid covering letter/Bid form on the lines of **Annexure-A** on Bidder's letter head.
 - (b) Earnest Money Deposit (EMD) as specified in this document.
 - (c) A letter on Bidder's letter head: -
 - (i) Mentioning details of EMD submitted, technical competence and experience of the Bidder
 - (ii) Certifying that the period of the validity of the Bid is as per terms of this RFP.

- (iii) Confirming that the Bidder has quoted for all the items/Services mentioned in this RFP in their commercial Bid.
 - (iv) Confirming that they agree with all the terms and conditions mentioned in the RFP.
 - (v) Specific response with supporting documents in respect of Eligibility Criteria as mentioned in **Annexure-B and technical eligibility criteria on the lines of Annexure-C.**
- (d) Bidder's details as per **Annexure-D** on Bidder's letter head.
- (e) Any deviations sought from technical criteria/specifications given in RFP.
- (f) Audited balance sheets and profit and loss account statement for last three years
- (g) A copy of board resolution or power of attorney showing that the signatory has been duly authorized to sign the Bid document.
- ii. A second sealed envelope prominently marked as **Indicative Price Proposal for providing Caretaker services at ATM sites in response to the RFP No. 18:19 dated 05/09/2018. This envelope should contain only indicative price Bid strictly on the lines of Annexure-F.** The Indicative Price must include all the price components mentioned. Prices are to be quoted in Indian Rupees only.
- iii. 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. A soft copy (Word format) on a CD should also be kept in a separate envelope within the envelope of technical Bid. Voluminous documents should be submitted only on CDs.
 - c. While submitting the Technical Bid, literature on the Services should be segregated and kept together in one section / lot in a separate envelope.
 - d. Care should be taken that the Technical Bid shall not contain any price information. Such proposal, if received, will be rejected.
 - e. The Bid document shall be complete in accordance with various clauses of the RFP document or any addenda/corrigenda or clarifications issued in connection thereto, duly signed by the authorized representative of the Bidder and stamped with the official stamp of the Bidder. Board resolution authorizing representative to Bid and make commitments on behalf of the Bidder is to be attached.

- f. Bids are liable to be rejected if only one (i.e. Technical Bid or Indicative Price Bid) is received.
- g. Prices quoted by the Bidder shall remain fixed for the period specified in part II of this document and shall not be subjected to variation on any account, except the statutory payment, which will be issued by Central Government by notification. **A Bid submitted with an adjustable price quotation will be rejected.**
- h. 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.
- i. The Bidder may also be asked to give presentation for the purpose of clarification of the Bid.
- j. The Bidder must provide specific and factual replies to the points raised in the RFP.
- k. The Bid shall be typed or written in indelible ink and shall be signed by the Bidder or a person or persons duly authorized to bind the Bidder to the Contract.
- l. All the enclosures (Bid submission) shall be serially numbered with rubber stamp of the participating Bidder. The person or persons signing the Bids shall initial all pages of the Bids, except for un-amended printed literature.
- m. Any inter-lineation, erasures or overwriting shall be valid **only** if these are initialled by the person signing the Bids.
- n. The Bid document shall be spirally bound.
- o. The Bank reserves the right to reject Bids not conforming to above.
- p. The two NON-WINDOW envelopes shall be put together and sealed in an outer NON-WINDOW envelope.
- q. All the envelopes shall be addressed to the Bank and deliver at the address given in Part-II of this RFP and should have name and address of the Bidder on the cover.
- r. If the envelope is not sealed and marked, the Bank will assume no responsibility for the Bid's misplacement or its premature opening.

11. Deadline for Submission of Bids:

- a. Bids must be received by the Bank at the address specified and by the

date and time mentioned in the "Schedule of Events".

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

12. Modification and Withdrawal of Bids:

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

13. Period of Validity of Bids:

- a. Bids shall remain valid for 180 days from the date of reverse auction. A Bid valid for a shorter period is liable to be rejected by the Bank as non-responsive.
- b. In exceptional circumstances, the Bank may solicit the Bidders' consent to an extension of the period of validity. The request and the responses thereto shall be made in writing. A Bidder is free to refuse the request. However, in such case, the Bank will not forfeit its EMD. However, any extension of validity of Bids will not entitle the Bidder to revise/modify the Bid document.
- c. The Bank reserves the right to call for fresh quotes at any time during the Bid validity period, if considered, necessary.

14. Bid integrity:

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

15. Bidding process/Opening of Technical Bids:

- i. All the technical Bids received up to the specified time and date will be opened for initial evaluation on the time and date mentioned in the schedule of events available in part II of this document. The technical Bids will be opened in the presence of representatives of the Bidders who choose to attend the same. However, Bids may be opened even in the absence of representatives of one or more of the Bidders.
- ii. In the first stage, only technical Bid will be opened and evaluated. Proposals of such Bidders satisfying eligibility criteria and agree to comply with all the terms and conditions specified in the RFP will be evaluated for technical criteria/specifications/eligibility. Only those Bids complied with technical criteria shall become eligible for commercial Bid opening and further RFP evaluation process.
- iii. The Bank will examine the Bids to determine whether they are complete, required formats have been furnished, the documents have been properly signed, EMD for the desired amount and validity period is available and the Bids are generally in order. The Bank may, at its discretion waive any minor non-conformity or irregularity in a Bid which does not constitute a material deviation.
- iv. Prior to the detailed evaluation, the Bank will determine the responsiveness of each Bid to the bidding Document. For purposes of these Clauses, a responsive Bid is one, which conforms to all the terms and conditions of the bidding Document in toto, without any deviation.
- v. The Bank's determination of a Bid's responsiveness will be based on the contents of the Bid itself, without recourse to extrinsic evidence.
- vi. After opening of the technical Bids and preliminary evaluation,

some or all the Bidders may be asked to make presentations on the Software Solution/service proposed to be offered by them.

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

16. Technical Evaluation:

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

17. Evaluation of Price Bids and Finalization:

- i. The envelope containing the Commercial Bids of only those Bidders, who are short-listed after technical evaluation, would be opened.
- ii. All the Bidders who qualify in the evaluation process shall have to participate in the online reverse auction to be conducted by Bank's authorized service provider on behalf of the Bank, details of which are given in Part II of this RFP document.
- iii. Shortlisted Bidders shall be willing to participate in the reverse auction process and must have a valid digital signature certificate. Such Bidders will be trained by Bank's authorized service provider for this purpose. Bidders shall also be willing to abide by the e-business rules for reverse auction framed by the Bank / Authorised service provider. The details of e-business rules, processes and procedures will be provided to the short-listed Bidders.
- iv. The Bidders will be selected on the basis of net total of the price evaluation as quoted in the Reverse Auction/Techno Commercial Evaluation, as the case may be.
- v. The successful Bidders are required to provide price confirmation and price breakup strictly on the lines of **Annexure-F** within 48 hours of

conclusion of the Reverse Auction, failing which Bank may take appropriate action.

vi. 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 vendor 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.
- (e) Successful bidders and allotment of ATM sites:
 - (i) The number of ATM sites & locations to be allotted to Successful Bidder shall be at the sole discretion of the Bank. The bidder/bidders have to abide by the decision of the Bank in this regard.
 - (ii) The Bank reserves the right to allot L-1 the entire work order of the total number of the ATM sites.
 - (iii) Extension of the service to cover additional ATM sites over and above approx. 2111 shifts will be solely at the option of the Bank. Similarly, Bank may at its discretion, increase/decrease the number of shifts for caretaker services, depending on its requirement.

18. 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 Bidder's Bid.

19. Award Criteria:

- i. Bank will notify successful Bidders in writing by letter or fax/email that its Bid has been accepted. The Selected Bidder has to return the duplicate copy of the same to the Bank within 7 **working days**, duly Accepted, Stamped and Signed by Authorized Signatory in token of acceptance.
- ii. The successful Bidder will have to submit Non-disclosure Agreement (wherever applicable), Performance Bank Guarantee for the amount and validity as desired in part II and strictly on the lines of format given at **Annexure-G** of this document together with acceptance of all terms and conditions of RFP.
- iii. Copy of board resolution or power of attorney showing that the signatory has been duly authorized to sign the acceptance letter, contract and NDA (Non disclosure agreement) should be submitted.
- iv. The notification of award will constitute the formation of the Contract.
- v. The successful Bidder shall be required to enter into a contract/ SLA with the Bank, within 30 days of award of the tender or within such extended period as may be decided by the Bank.
- vi. Until the execution of a formal contract, the Bid document, together with the Bank's notification of award and the vendor's acceptance thereof, would constitute a binding contract between the Bank and the successful Bidder.
- vii. The contract/ agreement will be based on Bidder's offer document with all its enclosures, modifications arising out of negotiation /clarifications etc and will include SLA, project plan – phases & milestones and schedule, copies of all necessary documents, licenses, certifications etc.
- viii. The Bank reserves the right to stipulate, at the time of finalization of the contract, any other document(s) to be enclosed as a part of the final contract.
- ix. Failure of the successful Bidder to comply with the requirements/terms and conditions of this RFP shall constitute sufficient grounds for the annulment of the award and forfeiture of the EMD and/or PBG.
- x. Upon notification of award to the L1/TC1 Bidder, the Bank will promptly notify the award of contract to the successful Bidder. The EMD of each unsuccessful Bidder will be discharged and returned.

20. Powers to Vary or Omit Work:

- i. No alterations, amendments, omissions, additions, suspensions or variations of the work (hereinafter referred to as variation) under the contract shall be made by the successful Bidder except as directed in writing by Bank. The Bank shall have full powers, subject to the provision herein after contained, from time to time during the execution of the contract, by notice in writing to instruct the successful Bidder to make any variation without prejudice to the contract. The finally selected Bidder shall carry out such variation and be bound by the same conditions as far as applicable as though the said variations occurred in the contract documents. If any, suggested variations would, in the opinion of the finally selected Bidder, if carried out, prevent him from fulfilling any of his obligations under the contract, he shall notify Bank thereof in writing with reasons for holding such opinion and Bank shall instruct the successful Bidder to make such other modified variation without prejudice to the contract. The finally selected Bidder shall carry out such variation and be bound by the same conditions as far as applicable as though the said variations occurred in the contract documents. If the Bank confirms its instructions, the successful Bidder's obligations shall be modified to such an extent as may be mutually agreed, if such variation is substantial and involves considerable extra cost. Any agreed difference in cost occasioned by such variation shall be added to or deducted from the contract price as the case may be.
- ii. In any case in which the successful Bidder has received instructions from the Bank as to the requirements for carrying out the altered or additional substituted work which either then or later on, will in the opinion of the finally selected Bidders, involve a claim for additional payments, such additional payments shall be mutually agreed in line with the terms and conditions of the order.
- iii. If any change in the work is likely to result in reduction in cost, the parties shall agree in writing so as to the extent of change in contract price, before the finally selected Bidder(s) proceeds with the change. In all the above cases, in the event of a disagreement as to the reasonableness of the said sum, the decision of the Bank shall prevail.

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

Neither any sign-off, nor any payment by the Bank for acceptance of the whole or any part of the work, nor any extension of time, nor any possession taken by the Bank shall affect or prejudice the rights of Bank against the finally selected Bidder(s), or relieve the finally selected Bidder(s) of his

obligations for the due performance of the contract, or be interpreted as approval of the work done, or create liability in the Bank to pay for alterations/ amendments/ variations, or discharge the liability of the successful Bidder(s) for the payment of damages whether due, ascertained, or certified or not or any sum against the payment of which he is bound to indemnify the Bank nor shall any such certificate nor the acceptance by him of any such amount paid on account or otherwise affect or prejudice the rights of the successful Bidder against Bank.

22. Contract Amendments:

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

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

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

24. Performance Bank Guarantee:

- i. Performance Bank Guarantee [PBG] of the amount with validity period specified in Part II of this RFP strictly on the format at **Annexure-G** is to be submitted by the finally selected Bidder. The PBG 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. Purchase Order will be released only after receipt of the Performance Bank Guarantee.
- ii. The PBG is required to protect the interest of the Bank against the risk of non-performance of the successful Bidder in respect of successful implementation of the project which may warrant invoking of PBG, also if any act of the supplier results in imposition of Liquidated Damages then also the Bank reserves the right to invoke the PBG.

25. Services:

The Care Taker Agency (CTA) will continuously ensure giving Services strictly as per the specifications of the RFP / Service Level Agreement (SLA).

26. Compliance:

The Vendor shall have to comply with Bank's standard norms in key concern areas relevant to the RFP, details of which will be shared with the selected Bidder(s). Some of the key areas are as under:

- i. Caretakers should always be in proper uniform, wear leather black shoes including for winter season sweater with the logo of The Care Taker Agency **(CTA)** and should carry proper authorization and photo identification badges/photo identity card of the Caretaker Agency.
- ii. Caretakers should maintain cleanliness of the ATM sites, including proper cleaning of glass surfaces, ATM and ATM room (inside and outside). The glass doors of ATM site should offer a clear view into the ATM room without obstruction by marketing material.
- iii. Caretakers should empty Garbage bins. Garbage and waste materials are emptied and disposed of daily at regular interval as frequently as needed. Nothing except machine & accessories to be stored in ATM site.
- iv. Caretakers should provide general assistance, if required, to customers at ATM site. However, the caretaker shall not operate the ATM in any manner whatsoever on Customer's behalf. The caretaker shall manage customer's queue.
- v. Caretakers should deal with the customers politely. Prohibit entry of persons wearing helmet or with covered face, squatters, hawkers etc. inside the ATM room. The caretaker shall exercise restraint and avoid being provoked.
- vi. Caretakers should guide the customer to the nearest SBI ATM site in case of failure of service by the ATM.
- vii. Caretakers should receive complaints/requests/suggestions in writing, from customers. Complaints/requests/suggestions received during a day will be collected by the Branch official/Authorized Official/Channel Manager/ any authorized representative of the Bank on next day. The Caretaker shall not accept any gratitude or reward in any manner.
- viii. Caretakers should immediately escalate problems of any kind (e.g. malfunctioning/ breakdown of ATM, lighting, AC, UPS, Access door) including theft/theft attempt/doubtful activities/criminal activities like burglary, snatching, hold up, pilferage, sabotage, fire, natural calamities etc. at/around ATM/ATM site etc. to the concerned Branch Manager / Channel Manager/ any authorized representative of the Bank. Caretakers will maintain a suitable register for entering details of such reports made including persons called.
- ix. Maintain an access register at ATM site for acknowledging the access given to any authorized representative from the Bank/Vendor(s).
- x. Caretaker should have the contact numbers of the local designated officials of the CTA.
- xi. Caretaker has the contact numbers of respective Bank officials (Channel Manager/ any authorized representative of the Bank/ Branch Manager)
- xii. Arrange to get and display publicity materials, banners, posters etc. supplied by the Bank in the site as per instructions besides replenishing leaflets, brochures etc.

- xiii. Caretakers should take care of the site ensuring that the site is clean, electrical fittings and signage are working and switched off when not required, racks are filled with brochures / pamphlets when provided at site. Caretaker should not do any business/selling of products while stationed at ATM.
- xiv. If at any time the ATM is out of service, caretaker should immediately notify Vendors and/or the Branch/Channel Manager/ any authorized representative of the Bank, along with the contact details of concerned person provided by the bank.
- xv. Caretaker should not enter inside the Back room [if available] of the ATM site, unless extremely necessary or asked to do so, however Caretaker should take proper care of all the assets of the Bank in the ATM Site including the ATM.
- xvi. Caretakers should call Police station, Fire service etc. in case of emergencies, under advice to Branch Manager/Channel Manager/ any authorized representative of the Bank.
- xvii. It is clarified that the Caretaker shall not be armed or shall not carry any firearms either on his person or keep the same at ATM Site. Caretaker staff engaged by the company shall not take part in any staff union and association activities against SBI.
- xviii. If any of the belongings left inadvertently by the visitors, the same should be handed over to the concerned Channel Manager/ any authorized representative of the Bank/ or Branch Manager of the Branch to which ATM is attached, for eventual disposal to the owner thereof.
- xix. The caretaker should not do any business/selling of products while stationed at ATM.

27. Penalties:

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

28. Right to Verification:

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

29. Purchase Price:

- i. Total cost of Services would be the Total Cost of Ownership (TCO) and has to be quoted in commercial Bid.
- ii. The applicable TDS and GST will be deducted at the time of payment of invoices.
- iii. Terms of payment are given in Part-II of this RFP document.

- iv. Prices payable to the Vendor as stated in the Contract shall be firm and not subject to adjustment during performance of the Contract, irrespective of reasons whatsoever, any upward revision in GST, charges, etc.
- v. The Bidder will pass on to the Bank, all fiscal benefits arising out of reductions, if any, in Government levies viz. GST, etc. or the benefit of discounts if any announced in respect of the cost of the services for which orders have been placed during that period.

30. Right to Audit:

- i. The Selected Bidder (Service Provider) has to get itself annually audited by internal/ external empanelled Auditors appointed by the Bank/ inspecting official from the Reserve Bank of India or any regulatory authority, covering the risk parameters finalized by the Bank/ such auditors in the areas of products (IT hardware/ software) and services etc. provided to the Bank and the Service Provider is required to submit such certification by such Auditors to the Bank. The Service Provider and or his / their outsourced agents / sub – contractors (if allowed by the Bank) shall facilitate the same The Bank can make its expert assessment on the efficiency and effectiveness of the security, control, risk management, governance system and process created by the Service Provider. The Service Provider shall, whenever required by the Auditors, furnish all relevant information, records/data to them. All costs for such audit shall be borne by the Bank.
- ii. Where any deficiency has been observed during audit of the Service Provider on the risk parameters finalized by the Bank or in the certification submitted by the Auditors, the Service Provider shall correct/resolve the same at the earliest and shall provide all necessary documents related to resolution thereof and the auditor shall further certify in respect of resolution of the deficiencies. The resolution provided by the Service Provider shall require to be certified by the Auditors covering the respective risk parameters against which such deficiencies have been observed.
- iii. Service Provider shall, whenever required by the Bank, furnish all relevant information, records/data to such auditors and/or inspecting officials of the Bank/Reserve Bank of India and or any regulatory authority. The Bank reserves the right to call and/or retain for any relevant material information /reports including audit or review reports undertaken by the service provider (e.g., financial, internal control and security reviews) and findings

made on Selected Bidder in conjunction with the services provided to the Bank.

31. Subcontracting:

As per scope of the RFP, subcontracting is prohibited.

32. Validity of Agreement:

The Agreement / SLA will be valid for a period of 3 years from the date of commencement, subject to review every year. The Bank reserves the right to terminate the Agreement as per the terms of RFP, without assigning any reason.

33. Limitation of liability:

- i. For breach of any obligation mentioned in this RFP, subject to obligations mentioned in this clause, in no event Service Provider shall be liable for damages to the Bank arising under or in connection with this Agreement for an amount exceeding the total Cost of the Project. Service provider will ensure Bank's data confidentiality and shall be responsible for liability arising in case of breach of any kind of security and/or leakage of confidential customer/Bank's related information to the extent of loss so caused.
- ii. The limitations set forth herein shall not apply with respect to:
 - a) claims that are the subject of indemnification pursuant to IPR infringement,
 - b) damage(s) occasioned by the gross negligence, fraud or willful misconduct of Service Provider,
 - c) damage(s) occasioned by Service Provider for breach of Confidentiality Obligations,
 - d) When a dispute is settled by the Court of Law in India.
 - e) Regulatory or statutory fines imposed by a Government or Regulatory agency for non-compliance of statutory or regulatory guidelines applicable to the Bank, provided such guidelines were brought to the notice of Service Provider.

34. Confidentiality:

- i. Bidder acknowledges and agrees that all tangible and intangible information obtained, developed or disclosed including all documents, contract, purchase order to be issued, data papers and statements and trade secret of the Bank relating to its business practices and their competitive position in the market place provided to the selected Bidder by

the Bank in connection with the performance of obligations of Bidder under the purchase order to be issued, in part or complete shall be considered to be confidential and proprietary information ("Confidential Information") and shall not be disclosed to any third party/published without the written approval of the Bank.

- ii. The Confidential Information will be safeguarded and Bidder will take all the necessary action to protect it against misuse, loss, destruction, alterations or deletions thereof. In the event of a breach or threatened breach by Bidder of this section, monetary damages may not be an adequate remedy; therefore, Bank shall be entitled to injunctive relief to restrain Bidder from any such breach, threatened or actual.
- iii. Any document, other than the Contract itself, shall remain the property of the Bank and shall be returned (in all copies) to the Bank on completion of the Vendor's performance under the Contract, if so required by the Bank.

35. Delay in the Vendor's Performance:

- i. Services shall be made by the Vendor within the timelines prescribed in part II of this document.
- ii. If at any time during performance of the Contract, the Vendor should encounter conditions impeding timely delivery and performance of Services, the Vendor shall promptly notify the Bank in writing of the fact of the delay, its likely duration and cause(s). As soon as practicable after receipt of the Vendor's notice, the Bank shall evaluate the situation and may, at its discretion, extend the Vendors' time for performance, in which case, the extension shall be ratified by the parties by amendment of the Contract.
- iii. Any delay in performing the obligation/ defect in performance by the Vendor may result in imposition of penalty, liquidated damages, invocation of Performance Bank Guarantee and/or termination of contract (as laid down elsewhere in this RFP document)

36. Vendor's obligations:

- a) Engaging Caretakers at the ATM Sites allotted to them such that Caretakers should be available without any discontinuity at the ATM Site for the entire period of the shifts as advised by the Bank. Shift timing(s) is/are liable to be changed (one or two or three shifts of 8 hours each) for which the Caretaker Services are hired, to ensure proper housekeeping at the site.

- b) Providing uninterrupted Caretaker Services as per the—**Specification of Services** mentioned hereunder and Caretakers so engaged shall be trained for providing Caretaker Services before joining/ deployment at Banks ATM sites.
- c) Management and supervision of Caretaker Services, including engaging, monitoring, managing and supervising the Caretakers.
- d) Ensuring compliance of all applicable laws while providing caretaker services and statutory obligations in respect of the Caretakers engaged by them.
- e) **Engaging Caretakers with age not less than 18 year and not greater than 45 year, medically & physically fit and with minimum 8th Class pass. The Caretaker should have minimum education qualification of 8th Standard Pass and should be in position to write and read Hindi / English language.**
- f) The Care Taker Agency (**CTA**) should not engage any person with criminal record/conviction. If it comes to the notice of the Bank that CTA has engaged any person with criminal record/conviction, the services of CTA may be terminated at the discretion of the Bank.
- g) Duty list of Caretaker to be displayed at the ATM site and copy of it to be given to Caretakers and CTA has to ensure that Caretakers performs their duty as per the duty list. CTA will also ensure that Caretakers with lax and careless behaviour/ attitude during duty hours must not be retained & shall be replaced/ removed accordingly.
- h) Providing a mobile phone & active SIM Card for the Caretakers placed at SBI ATM sites and ensure that the Caretaker placed at the ATM site has round the clock mobile connectivity with sufficient talk time.
- i) CTA shall be liable for damage to the ATM or the ATM site and for any penalties imposed on the Bank on account of any deficiency of services.
- j) Deputation of CTA's representatives every month along with Bank Officials (Channel Manager/ any authorized representative of the Bank) to inspect the ATM sites to examine whether the caretaker services are delivered as per the Service Specifications of the Bank and determining/arriving at any deficiency in services by the CTA.
- k) Collection of the Penalty Sheets/Reports on Caretaker Services (Annexure 8A) from Channel Manager/ any authorized representative of the Bank every month for the purpose of submission of the same along with attendance sheets and their Invoice to the Bank.
- l) The Caretaker engaged **by CTA** shall maintain a Saving Bank Account with State Bank of India, for onward credit of wages by the Caretaker Agency. This is in addition to the bidder(s) having its/their account with State Bank of India for remitting caretakers' charges/fees/wages, etc.
- m) CTA should ensure that before deployment of caretaker he must have Aadhaar card.
- n) The CTA shall appoint/transfer/ rotate/ remove/ replace all or any of the Caretakers from ATM site locations at any point of time with intimation to any 24authorized representative of the Bank after ensuring that replacement is provided in time.

- o) The Caretaker(s) engaged by CTA shall be the employees of CTA and should be on the CTA's Payroll and in no event the Caretaker(s) shall be deemed to be the employees of the Bank. It will be the responsibility of the CTA to provide details of Caretakers engaged by them to the Labour Department and SBI.
- p) CTA shall be solely liable and responsible for payment of Minimum Wages to the Caretakers as per the Minimum Wages Act, 1948 and the applicable statutory dues (EPF / ESIC / etc.). The applicable rate for payment of minimum wages shall be the rate of minimum wages notified by the Central Government from time to time in respect of "Employment of Sweeping & Cleaning". Any legal case/expenses/penalty arising out of violation of any provisions of Minimum Wages Act or any other Act, Rules or Regulations shall be at the cost of CTA only and the Bank shall not be responsible for the same. Financial liabilities/legal complications devolved against the Bank due to violation of Minimum Wages Act or any other Act, Rules or Regulations by the CTA will be recovered from the CTA/ from the amount payable to CTA and/or by invoking the performance Bank Guarantee and/or from the Security Deposit furnished by the CTA to the Bank while awarding the contract. CTA shall unconditionally indemnify the Bank against liability arising out of any statutory liability or any liability whatsoever devolved on the Bank.
- q) The CTA should ensure that the caretaker should not replace himself with any family member at ATM site for the services entrusted by the CTA.

37. Patent Rights/Intellectual Property Rights:

- i. The Vendor shall have the right as well as the right to license for the outsourced services. Any license on the part of Vendor should not put the Bank at risk. The Bank reserves the right to audit the license usage of the Vendor.
- ii. The Vendor shall, at its own expenses without any limitation, defend and indemnify the Bank against all third party claims or infringements of Intellectual Property Rights including patent, trademark, copyright, trade secret or industrial design rights arising from use of the products or any part thereof in India or abroad.
- iii. The Vendor shall expeditiously extinguish any such claims and shall have full rights to defend itself there from. If the Bank is required to pay compensation to a third party resulting from such infringement(s), the Vendor shall be fully responsible therefore, including all expenses and court and legal fees.
- iv. The Bank will give notice to the Vendor of any such claim without delay, provide reasonable assistance to the Vendor in disposing of the claim, and shall at no time admit to any liability for or express any intent to settle the claim.

38. Liquidated Damages:

If the Vendor 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 part II (SI No 19)**. Once the maximum deduction is reached, the Bank may consider termination of the Contract.

39. Conflict of Interest:

Bidder shall not have a conflict of interest (the "Conflict of Interest") that affects the bidding Process. Any Bidder found to have a Conflict of Interest shall be disqualified. In the event of disqualification, the Bank shall be entitled to forfeit and appropriate the Bid Security and/or Performance Security (Performance Bank Guarantee), as the case may be, 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 Concession Agreement or otherwise. Without limiting the generality of the above, a Bidder shall be deemed to have a Conflict of Interest affecting the bidding Process, if:

- (a) the Bidder, its Member or Associate (or any constituent thereof) and any other Bidder, its Member or any Associate thereof (or any constituent thereof) have common controlling shareholders or other ownership interest; provided that this disqualification shall not apply in cases where the direct or indirect shareholding of a Bidder, its Member or an Associate thereof (or any shareholder thereof having a shareholding of more than 5% (five per cent) of the paid up and subscribed share capital of such Bidder, Member or Associate, as the case may be) in the other Bidder, its Member or Associate, has less than 5% (five per cent) of the subscribed and paid up equity share capital thereof; provided further that this disqualification shall not apply to any ownership by a bank, insurance company, pension fund or a public financial institution referred to in section 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:
 - (i) where any intermediary is controlled by a person through management control or otherwise, the entire shareholding held by such controlled

intermediary in any other person (the "Subject Person") shall be taken into account for computing the shareholding of such controlling person in the Subject Person; and

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

40. Fraud & Corrupt Practices:

- i. The Bidder and their respective officers, employees, agents and advisers shall observe the highest standard of ethics during the bidding Process. Notwithstanding anything to the contrary contained herein, the Bank shall reject an Application without being liable in any manner whatsoever to the Bidder if it determines that the Bidder has, directly or indirectly or through an agent, engaged in corrupt/fraudulent/coercive/undesirable or restrictive practices in the bidding Process.
- ii. Without prejudice to the rights of the Bank under Clause 21.1 hereinabove, if a Bidder is found by the Bank to have directly or indirectly or through an agent, engaged or indulged in any

corrupt/fraudulent/coercive/undesirable or restrictive practices during the bidding Process, such Bidder shall not be eligible to participate in any EOI/RFP issued by the Bank during a period of 2 (two) years from the date if such Bidder is found by the Bank to have directly or indirectly or through an agent, engaged or indulged in any corrupt/ fraudulent/ coercive/ undesirable or restrictive practices, as the case may be.

iii. For the purposes of this Clause , the following terms shall have the meaning hereinafter, respectively assigned to them:

- (a) **“corrupt practice”** means (i) the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence the actions of any person connected with the bidding Process (for avoidance of doubt, offering of employment to or employing or engaging in any manner whatsoever, directly or indirectly, any official of the Bank who is or has been associated in any manner, directly or indirectly with the bidding Process or the Letter of Authority or has dealt with matters concerning the Concession Agreement or arising there from, before or after the execution thereof, at any time prior to the expiry of one year from the date such official resigns or retires from or otherwise ceases to be in the service of the Bank, shall be deemed to constitute influencing the actions of a person connected with the bidding Process); or (ii) engaging in any manner whatsoever, whether during the bidding Process or after the issue of the Letter of Authority or after the execution of the Agreement, as the case may be, any person in respect of any matter relating to the Project or the Letter of Authority or the Agreement, who at any time has been or is a legal, financial or technical adviser of the Bank in relation to any matter concerning the Project;
- (b) **“Fraudulent practice”** means a misrepresentation or omission of facts or suppression of facts or disclosure of incomplete facts, in order to influence the bidding Process
- (c) **“Coercive practice”** means impairing or harming or threatening to impair or harm, directly or indirectly, any person or property to influence any person’s participation or action in the bidding Process;
- (d) **“Undesirable practice”** means (i) establishing contact with any person connected with or employed or engaged by the Bank with the objective of canvassing, lobbying or in any manner influencing or attempting to influence the bidding Process; or (ii) having a Conflict of Interest; and

- (e) **“Restrictive practice”** means forming a cartel or arriving at any understanding or arrangement among Bidders with the objective of restricting or manipulating a full and fair competition in the bidding Process.

41. Termination for Default:

- i. The Bank, without prejudice to any other remedy for breach of Contract, by a written notice of not less than 30 (thirty) days sent to the Vendor, may terminate the Contract in whole or in part:
 - a. If the Vendor fails to deliver and perform any or all the Services within the period(s) specified in the Contract, or within any extension thereof granted by the Bank; or
 - b. If the vendor fails to perform any other obligation(s) under the contract; or
 - c. Laxity in adherence to standards laid down by the Bank; or
 - d. Discrepancies/deviations in the agreed processes and/or Services.; or
 - e. Violations of terms and conditions stipulated in this RFP.
- ii. In the event the Bank terminates the Contract in whole or in part for the breaches attributable to the Vendor, the Bank may procure, upon such terms and in such manner as it deems appropriate, Services similar to those undelivered, and the Vendor shall be liable to the Bank for any increase in cost for such similar Services. However, the Vendor shall continue performance of the Contract to the extent not terminated.
- iii. If the contract is terminated under any termination clause, the vendor shall handover all documents/ executable/ Bank's data or any other relevant information to the Bank in timely manner and in proper format as per scope of this RFP and shall also support the orderly transition to another vendor or to the Bank.
- iv. The Bank's right to terminate the Contract will be in addition to the penalties / liquidated damages and other actions as deemed fit.
- v. In the event of failure of the Service Provider to render the Services or in the event of termination of agreement or expiry of term or otherwise, without prejudice to any other right, the Bank at its sole discretion may make alternate arrangement for getting the Services contracted with another vendor. In such case, the Bank shall give prior notice to the existing Service Provider. The existing Service Provider shall continue to provide services as per the terms of contract until a 'New Service Provider' completely takes

over the work. During the transition phase, the existing Service Provider shall render all reasonable assistance to the new Service Provider within such period prescribed by the Bank, at no extra cost to the Bank, for ensuring smooth switch over and continuity of services. If existing vendor is breach of this obligation, they shall be liable for paying a penalty of **as provided in Part-II, (SI No 20)** on demand to the Bank, which may be settled from the payment of invoices or Performance Bank Guarantee for the contracted period or by invocation of Performance Bank Guarantee.

42. Force Majeure:

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

43. Termination for Insolvency:

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

44. Termination for Convenience:

The Bank, by written notice of not less than 60 (sixty) days sent to the Vendor, may terminate the Contract, in whole or in part, at any time for its convenience. The notice of termination shall specify that termination is for the Bank's convenience, the extent to which performance of the Vendor under the Contract is terminated, and the date upon which such termination becomes effective.

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

All disputes or differences whatsoever arising between the parties out of or in connection with this contract or in discharge of any obligation arising out of the Contract (whether during the progress of work or after completion of such work and whether before or after the termination of this contract, abandonment or breach of this contract), shall be settled amicably. If however, the parties are not able to solve them amicably, either party (SBI or Vendor), give written notice to other party clearly setting out there in specific dispute(s) and/or difference(s) and shall be referred to a sole arbitrator mutually agreed upon, and the award made in pursuance thereof shall be binding on the parties. In the absence of consensus about the single arbitrator, the dispute may be referred to joint arbitrator; one to be nominated by each party and the said arbitrators shall nominate a presiding arbitrator, before commencing the arbitration proceedings. The arbitration shall be settled in accordance with the applicable Indian Laws. Any appeal will be subject to the exclusive jurisdiction of courts at Bhopal.

The Vendor shall continue work under the Contract during the arbitration proceedings unless otherwise directed by the Bank or unless the matter is such that the work cannot possibly be continued until the decision of the arbitrator is obtained.

Arbitration proceeding shall be held at Bhopal, India, and the language of the arbitration proceedings and that of all documents and communications between the parties shall be in English.

46. Governing Language:

The governing language shall be English.

47. 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 Bhopal.

48. Taxes and Duties:

- a. The Vendor 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 Vendor shall include all such taxes in the contract price.
- b. 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.
- c. All expenses, stamp duty and other charges/ expenses in connection with the execution of the Agreement as a result of this RFP process shall be borne by the Vendor.

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

50. Tender Fee:

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

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 / email 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.

Part-II

SCHEDULE OF EVENTS

Sl No	Particulars	Remarks
1	Contact details of issuing department (Name, Designation, Mobile No., Email address for sending any kind of correspondence regarding this RFP)	Mr. J.C. Sharma, AGM (ATM-Ops.) SBI, ATM-Ops Dept., LHO, Bhopal 9867568192 agmatm.lhobho@sbi.co.in
2	Bid Document Availability including changes/amendments, if any to be issued	- RFP may be downloaded from Bank's website https://www.sbi.co.in procurement news from 05/09/2018 to 25.09.2018
3	Last date for requesting clarification	Upto 4.00 pm on 15.09.2018 All communications regarding points / queries requiring clarifications shall be given by email
4	Pre - Bid Meeting at (venue)	Optional
5	Clarifications to queries raised will be provided by email.	On 19.09.2018
6	Last date and time for Bid submission	12.00 noon on 24.09.2018
7	Address for submission of Bids	Asstt. General Manager State Bank of India ATM-Operations Dept., 5th Floor Local Head Office Hoshangabad Road Bhopal-462011 (MP)
8	Date and Time of opening of Technical Bids	4.00 pm on 24.09.2018 Authorized representatives of vendors may be present during opening of the Technical Bids. However, Technical Bids would be opened even in the absence of any or all of the vendor representatives.
9	Opening of Commercial Bids	5.00 pm on 24.09.2018 OR On a subsequent date which will be communicated to such Bidders who qualify in the Technical Bid.
10	Reverse Auction	11.00 am on 26.09.2018 OR

		On a subsequent date which will be communicated to such Bidders who qualify in the Technical Bid.	
11	Tender Fee	Amount Rs.5,000/- + Applicable GST (SBI GSTIN : 23AAACS8577K1ZX) Non-refundable by means of a DD or Bankers' cheque payable at Bhopal in favour of State Bank of India	
12	Earnest Money Deposit	Rs.30,00,000/-	Validity period from the date of Bid opening -
	Note for reference: EMD may be equivalent to 10% of the estimated value of contract, subject to max. Rs.50 lacs. (Estimated Value of contract Rs.300.00 lacs for approx. 2111 shifts @ Rs.14,270/- per shift)		
12.A	Reserve Price : Rs.14,270/- per shift in a month for caretaker services		
13	Performance Bank Guarantee	Rs.20,000/- Per ATM Site	Validity period from the effective date of Agreement
14	Price validity from the date of price discovery	180 days	
15	Contact details of agency appointed for conducting Reverse Auction	E-Procure Technologies Limited B 704-705, Wall Street 2, Near Orient Club, Opp. Gujarat College, Ellis Bridge, Ahmedabad – 380006 Gujarat	
16	Delivery schedule/ Timeline	Instant	
17	Terms of payment	Monthly	
18	Delivery locations	Each RBO (33 RBOs in MP & CG)	
19	Liquidated damages	Rs.3,00,000/- per week Note for Reference: Range for liquidated damages may be fixed, a sum equivalent to 0.5 or 1 % per week or part thereof of total Project Cost subject to maximum deduction of 5% or 10 % of total Project Cost for delay of each week or part thereof.	
20	Transition Penalty (Refer Part-1, point No 41 sub point no (v).	Rs.30,00,000/- (Range for transition penalty may be fixed between 10% to 15% of the total contract value)	

ANNEXURES

Annexure	Index
A	Bid form (Technical Bid)
B	Bidder's Eligibility criteria
C	Technical & functional specifications
D	Bidder details
E	Scope of work
F	Indicative Commercial Bid
G	Format for Bank Guarantee as Earnest Money Deposit
H	Format for submission of Performance Bank Guarantee
I	Penalties
J	Non-disclosure Agreement
K	Pre Bid Query Format

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

Date: _____

To:
< address of tendering office >

Dear Sir,

Ref: RFP No. SBI:18:19 dated 05/09/2018
~~~~~

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 commercial Bid through online auction to be conducted by the Bank's authorized service provider, on the date advised to us.

2. While submitting this Bid, we certify that:

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

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

4. We agree to abide by all the Bid terms and conditions, contents of Service Level Agreement which will be executed with the Bank and the rates quoted therein for the orders awarded by the Bank up to the period prescribed in the Bid, which shall remain binding upon us.
5. Until a formal contract is prepared and executed, this Bid, together with your written acceptance thereof and your notification of award, shall constitute a binding Contract between us.
6. We undertake that, in competing for (and, if the award is made to us, in executing) the above contract, we will strictly observe the laws against fraud and corruption in force in India namely "Prevention of Corruption Act 1988".
7. **We undertake that we will not offer, directly or through intermediaries, any bribe, gift, consideration, reward, favour, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any official of the Bank, connected directly or indirectly with the bidding process, or to any person, organization or third party related to the contract in exchange for any advantage in the bidding, evaluation, contracting and implementation of the contract.**
8. **We undertake that we will not resort to canvassing with any official of the Bank, connected directly or indirectly with the bidding process to derive any undue advantage. We also understand that any violation in this regard, will result in disqualification of bidder from further bidding process.**
9. We certify that we have not made any changes in the contents of the RFP document read with its amendments/clarifications provided by the Bank submitted by us in our Bid document.
10. It is further certified that the contents of our Bid are factually correct. We also accept that in the event of any information / data / particulars proving to be incorrect, the Bank will have the right to disqualify us from the Bid.
11. We understand that you are not bound to accept the lowest or any Bid you may receive and you may reject all or any Bid without assigning any reason or giving any explanation whatsoever.
12. We hereby declare that our name does not appear in any "Caution" list of RBI / IBA or any other regulatory body for outsourcing activity. We also declare that we have not been blacklisted by any Central Govt., State Govt. or any other Public Sector undertaking (PSU) for any breach or unlawful acts, etc.
13. If our Bid is accepted, we undertake to enter into and execute at our cost, when called upon by the Bank to do so, a contract in the prescribed form and we shall be jointly and severally responsible for the due performance of the contract.

14. The name(s) of successful Bidder to whom the contract is finally awarded after the completion of bidding process shall be displayed on the website of the Bank and/or communicated to the successful Bidder(s).
15. The commercial bidding process will be through the reverse auction process to be conducted by the Bank or a company authorized by the Bank. We understand that our authorized representative who would participate in the reverse auction process would be possessing a valid digital certificate for the purpose.
16. We hereby undertake and agree to abide by all the terms and conditions stipulated by the Bank in the RFP document.

Dated this ..... day of ..... 201

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

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

(In the capacity of)

Duly authorised to sign Bid for and on behalf of

\_\_\_\_\_

**Seal of the company.**

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

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

**Commercial:****(\*each criteria has to be fulfilled)**

| <b>S. No.</b> | <b>Eligibility Criteria</b>                                                                                                                                                                                                                    | <b>Compliance (Yes/No)</b> | <b>Documents to be submitted</b>                                                                                                                                              |
|---------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| 1.            | The Bidder must be a company/ organization registered under applicable Act in India.                                                                                                                                                           |                            | Copy of the Bye Law/ Certificate of Incorporation issued by Registrar of Companies along with Memorandum & Articles of Association and full address of the registered office. |
| 2.            | The Bidder must have an average turnover of minimum Rs. 60.00 crores during last 2 financial year(s).                                                                                                                                          |                            | Copy of the audited Balance Sheet and / or Certificate of the Chartered Accountant for preceding three years.                                                                 |
| 3.            | The Bidder should be profitable organization (on the basis of Operating Profit/PBT/PAT for at least 3 out of last 5 financial years.                                                                                                           |                            | Copy of the audited balance sheets along with profit and loss statement for corresponding years and / or Certificate of the Chartered Accountant                              |
| 4.            | Bidder should have experience of minimum 5 years in providing the Services.                                                                                                                                                                    |                            | Copy of the order and / or Certificate of completion of the work. The Bidder should also furnish user acceptance report.                                                      |
| 5             | Client references and contact details (email/ landline/ mobile) of customers for whom the Bidder has executed similar projects.<br>(Start and End Date of the Project to be mentioned) in the past (At least 3 client references are required) |                            | 1.<br>2.<br>3.                                                                                                                                                                |

|     |                                                                                                                                                                                           |  |                                                                                                         |
|-----|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--|---------------------------------------------------------------------------------------------------------|
| 6.  | Deployment Methodologies                                                                                                                                                                  |  | Documents on deployment to be provided.                                                                 |
| 7   | The bidder should have at least <b>1500 personnel</b> deployed at various sites on their permanent rolls as on the date of publication of the Tender Notice                               |  | Necessary evidence to be submitted, viz., Employees Nos., E.P.F. Index No., etc.                        |
| 8.  | Certification Requirements (as per scope of the project )                                                                                                                                 |  | Copy of the Valid Certificate(s) to be provided                                                         |
| 9.  | Project Management Methodologies                                                                                                                                                          |  | Profile of project Team / previous Assignments of similar nature / Details project plan to be submitted |
| 10. | Past/present litigations, disputes, if any (Adverse litigations could result in disqualification, at the sole discretion of the Bank)                                                     |  | Brief details of litigations, disputes, if any are to be given on Company's letter head.                |
| 11  | Bidders should not have been blacklisted for deficiency in service by any Public Sector Bank during the last 3 years.                                                                     |  | Bidder should specifically confirm on their letter head in this regard.                                 |
| 12. | Bidder should have been in operation for minimum 5 years                                                                                                                                  |  | Length of existence of Bidder should be mentioned.                                                      |
| 13. | The Bidder should have support setup with -- hours of response time in -- (PR)/ and -- (DR) locations.                                                                                    |  | Not Applicable                                                                                          |
| 14  | The bidder should be a company and have a local presence of support center and level -- (highest escalation) locally in India.                                                            |  | Not Applicable                                                                                          |
| 15  | 3 (Insert number of references required) reference of the implementation in India should be provided for a similar deployment.                                                            |  | Bidder should specifically mention this on their letter head.                                           |
| 16. | The Bidder should agree to the terms and conditions of Service Level Agreement, as & when executed, should they become L1/TC1 in the reverse auction to execute a contract with the Bank. |  | Bidder should specifically confirm on their letter head 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.

Signature

Seal of Company

## Annexure-C

### Technical & Functional Specifications

| Sr. No | Required Functionalities / Features | Compliance ( Yes/No ) and Supporting Documents | Available as part of solution (Yes/No) | Will be Provide as Customization ( Yes / No) | Will be provided as Third Party Solution | Feasible (Yes/No) |
|--------|-------------------------------------|------------------------------------------------|----------------------------------------|----------------------------------------------|------------------------------------------|-------------------|
| 1.     |                                     |                                                |                                        |                                              |                                          |                   |
| 2.     |                                     |                                                |                                        |                                              |                                          |                   |
| 3.     |                                     |                                                |                                        |                                              |                                          |                   |
| 4      |                                     |                                                |                                        |                                              |                                          |                   |
| 5      |                                     |                                                |                                        |                                              |                                          |                   |

**Note: Technical evaluation Metric should also be attached here.**

Signature and Seal of Company

|                       |
|-----------------------|
| <b>Bidder Details</b> |
|-----------------------|

**Details of the Bidder**

| S. No. | Particulars                                                                                                                                                                                                                                                                | Details |
|--------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------|
| 1.     | Name                                                                                                                                                                                                                                                                       |         |
| 2.     | Date of Incorporation and / or commencement of business                                                                                                                                                                                                                    |         |
| 3.     | Certificate of incorporation                                                                                                                                                                                                                                               |         |
| 3. A.  | CIN No. of the Company                                                                                                                                                                                                                                                     |         |
| 4.     | Brief description of the Bidder including details of its main line of business                                                                                                                                                                                             |         |
| 5.     | Company website URL                                                                                                                                                                                                                                                        |         |
| 6.     | Particulars of the Authorized Signatory of the Bidder <ul style="list-style-type: none"> <li>a. Name</li> <li>b. Designation</li> <li>c. Address</li> <li>d. Phone Number (Landline)</li> <li>e. Mobile Number</li> <li>f. Fax Number</li> <li>g. Email Address</li> </ul> |         |
|        |                                                                                                                                                                                                                                                                            |         |

Signature and Seal of Company

|                      |
|----------------------|
| <b>Scope of Work</b> |
|----------------------|

**An illustrative but not limited to, list of requirements given below. If applicable, may be explained clearly in detail.**

- a) Assisting customers appropriately, where required, but not doing ATM transactions on behalf of the customers.
- b) Display of publicity materials, banners, posters etc., supplied by the Bank in the kiosks as per instructions besides replenishing leaflets, brochures etc.
- c) Sweeping and Cleaning of ATM sites, including all items in the room like wall, ceiling, floor, gates, stairs, ATM exterior, ATM screen, fascia & signage etc. without keeping the cleansing materials inside the ATM room, so as to maintain befitting ambience of the ATM room.
- d) ATM Back room is not to be used for sitting and resting by the care taker
- e) Informing – the In charge in the Bank any irregular and / or emergency situation at the ATM site/kiosk including any break down in the ATM or AC immediately

## Annexure-F

### Indicative Commercial Bid

The indicative commercial Bid needs to contain the information listed hereunder in a sealed envelope bearing the identification – “**Indicative Commercial Bid for Procurement of Caretaker services at ATM sites**”.

#### Name of the Bidder:

| Sr. No. | Type of services / Items  | Cost per caretaker/per ATM site/ per month. (as applicable) | No of ATM sites | Total amount in Rs. | Proportion to Total Cost (in percentage) # |
|---------|---------------------------|-------------------------------------------------------------|-----------------|---------------------|--------------------------------------------|
| 1.      | Caretaker services at ATM |                                                             |                 |                     |                                            |
| 2.      |                           |                                                             |                 |                     |                                            |
| 3.      |                           |                                                             |                 |                     |                                            |
| 4..     |                           |                                                             |                 |                     |                                            |
|         | Total Cost *              |                                                             |                 |                     |                                            |

# The 'Proportion to Total Cost' percentage mentioned here will have to be maintained in the final price quote also by the L1/TC1 Bidder. The percentage should be mentioned in two decimal places. Variation in the final price should not exceed +/- 5%.

\* This will be the Total Cost of Ownership (TCO) and should be quoted in the reverse auction.

Signature

Seal of Company

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

**THIS PERFORMANCE 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).

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 develop, implement and support ..... (name of Services) (hereinafter referred to as "**Services**") to SBI in accordance with the Request for Proposal (RFP) No. SBI:xx:xx dated dd/mm/yyyy.

WHEREAS, SBI has agreed to avail the Services from the Service Provider for a period of \_\_\_\_\_ year(s).

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 the 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.

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 the 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 in each of the demands, subject to a cumulative maximum amount of 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 the 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 and the SBI can make its claim in one or more events within the total liability of the Guarantor mentioned herein.
- (vi) This Guarantee shall remain in full force and effect for a period of \_\_ years from the date of the issuance i.e. up to \_\_\_\_\_. Unless a claim under this Guarantee is made against us within three (3) months from that date i.e. 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 Bhopal, India alone shall have the jurisdiction to try & entertain any dispute arising out of this guarantee.

Notwithstanding anything contained herein above:

- (a) Our liability under this Bank Guarantee shall not exceed Rs...../- (Rupees .....only)
- (b) This Bank Guarantee shall be valid upto.....
- (c) We are liable to pay the guaranteed amount or any part thereof under this Bank Guarantee only and only if SBI serve upon us a written claim or demand on or before ..... (date which is 3 months after date mentioned at (b) above).

Yours faithfully,

For and on behalf of Bank.

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

**ANNEXURE-G****Penalties**

| Sr. No | Deficiency in criterion/ services                                                                                                                    | Penalty (Amount in Rs.)                                                                                                      |
|--------|------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------|
| 1      | Age of Caretaker less than 18 or more than 45 years and/ or Qualification of CT less than 8 <sup>th</sup> pass                                       | 1000/- per instance                                                                                                          |
| 2      | Non-supply/ non- wearing of uniform by CT / not in proper attire                                                                                     | 1000/- per instance                                                                                                          |
| 3      | Non-supply of cleaning material by CTA and/ or poor upkeep/ non-cleaning of ATM kiosk by CT                                                          | 1000/- per instance                                                                                                          |
| 4      | Non-supervision/ false/ incorrect reporting by CTA/ Supervisors                                                                                      | 1000/- per instance                                                                                                          |
| 5      | Non Supply / Non maintenance of registers at ATM site                                                                                                | 1000/- per instance                                                                                                          |
| 6      | Impolite/ inappropriate behavior by CT/ Supervisors/ Rounders etc.                                                                                   | 1000/- per instance                                                                                                          |
| 7      | Caretaker found sleeping/ drowsing/ drunken/Selling Goods and Products.                                                                              | 1000/- per instance                                                                                                          |
| 8      | Absenteeism of CT for more than 15 minutes/ more than 1 day                                                                                          | 1000/ 2000 per instance                                                                                                      |
| 9      | Failure to replace suitable Caretakers in place of absent/ undesirable Caretakers within 24 hours                                                    | 1000/- per instance                                                                                                          |
| 10     | Delay/ Failure by CT/ CTA in reporting untoward incident to SBI (Beyond delay of 1 hour from the time of happening of incident)                      | 2000/- per instance                                                                                                          |
| 11     | Caretaker committing / attempting involvement in illegal/criminal activity including fraud/ Theft/ Vandalism etc                                     | 25000/- per instance besides recovery of loss from CTA, initiation of legal action and termination of the CTA from the site. |
| 12     | Delay/ failure by CTA in payment of Salary, minimum wages as per Minimum Wages Act, 1948, ESIC, EPF, Workmen Compensation, service tax, etc.         | 30000/- per instance in addition to recovery of payment made to statutory authority.                                         |
| 13     | Receiving notice for any dispute related to caretaker due to act of CTA and Bank has to appear in RLC/Dy. Chief Commissioner (CLC) or any such forum | 30000/- per instance.                                                                                                        |
| 14     | Any undesirable act / omission or commission/ wrong doing by CT/ CTA causing reputation loss to the Bank                                             | Termination of site and penalty of Rs. 500/- to Rs. 10000/- depending upon gravity of incident.                              |
| 15     | Closing the ATM site at night or day without the permission of Bank                                                                                  | 1000/- per instance                                                                                                          |

**NON-DISCLOSURE AGREEMENT**

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

\_\_\_\_\_ constituted under the \_\_\_\_\_ Act,  
\_\_\_\_\_ having its Corporate Centre at \_\_\_\_\_  
\_\_\_\_\_ (hereinafter referred to as "Bank"  
which expression includes its successors and assigns) of the ONE PART;

And

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

And Whereas

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

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

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

- (a) "Confidential Information" means non-public information that Disclosing Party designates as being confidential or which, under the circumstances surrounding disclosure ought to be treated as confidential. "Confidential Information" includes, without limitation, information relating to installed or purchased Disclosing Party software or hardware products, the information relating to general architecture of Disclosing Party's network, information relating to nature and content of data stored within network or in any other

storage media, Disclosing Party's business policies, practices, methodology, policy design delivery, and information received from others that Disclosing Party is obligated to treat as confidential. Confidential Information disclosed to Receiving Party by any Disclosing Party Subsidiary and/ or agents is covered by this agreement

- (b) Confidential Information shall not include any information that: (i) is or subsequently becomes publicly available without Receiving Party's breach of any obligation owed to Disclosing party; (ii) becomes known to Receiving Party prior to Disclosing Party's disclosure of such information to Receiving Party; (iii) became known to Receiving Party from a source other than Disclosing Party other than by the breach of an obligation of confidentiality owed to Disclosing Party; or (iv) is independently developed by Receiving Party.
- (c) "Confidential Materials" shall mean all tangible materials containing Confidential Information, including without limitation written or printed documents and computer disks or tapes, whether machine or user readable.

## **2. Restrictions**

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

- (c) The foregoing obligations as to confidentiality shall survive any termination of this Agreement
- (d) Confidential Information and Confidential Material may be disclosed, reproduced, summarized or distributed only in pursuance of Receiving Party's business relationship with Disclosing Party, and only as otherwise provided hereunder. Receiving Party agrees to segregate all such Confidential Material from the confidential material of others in order to prevent mixing.
- (e) Receiving Party may not reverse engineer, decompile or disassemble any software disclosed to Receiving Party.

3. **Rights and Remedies**

- (a) Receiving Party shall notify Disclosing Party immediately upon discovery of any unauthorized use or disclosure of Confidential Information and/ or Confidential Materials, or any other breach of this Agreement by Receiving Party, and will cooperate with Disclosing Party in every reasonable way to help Disclosing Party regain possession of the Confidential Information and/ or Confidential Materials and prevent its further unauthorized use.
- (b) Receiving Party shall return all originals, copies, reproductions and summaries of Confidential Information or Confidential Materials at Disclosing Party's request, or at Disclosing Party's option, certify destruction of the same.
- (c) Receiving Party acknowledges that monetary damages may not be the only and / or a sufficient remedy for unauthorized disclosure of Confidential Information and that disclosing party shall be entitled, without waiving any other rights or remedies (as listed below), to injunctive or equitable relief as may be deemed proper by a Court of competent jurisdiction.
  - a. Suspension of access privileges
  - b. Change of personnel assigned to the job
  - c. Financial liability for actual, consequential or incidental damages
  - d. Termination of contract
- (d) Disclosing Party may visit Receiving Party's premises, with reasonable prior notice and during normal business hours, to review Receiving Party's compliance with the term of this Agreement.

4. **Miscellaneous**

- (a) All Confidential Information and Confidential Materials are and shall remain the property of Disclosing Party. By disclosing information to Receiving Party, Disclosing Party does not grant any expressed or implied right to Receiving Party to disclose information under the Disclosing Party patents, copyrights, trademarks, or trade secret information.
- (b) Any document provided under this Agreement is provided with RESTRICTED RIGHTS.
- (c) Neither party grants to the other party any license, by implication or otherwise, to use the Confidential Information, other than for the limited purpose of evaluating or advancing a business relationship between the parties, or any license rights whatsoever in any patent, copyright or other intellectual property rights pertaining to the Confidential Information.
- (d) The terms of Confidentiality under this Agreement shall not be construed to limit either party's right to independently develop or acquire product without use of the other party's Confidential Information. Further, either party shall be free to use for any purpose the residuals resulting from access to or work with such Confidential Information, provided that such party shall maintain the confidentiality of the Confidential Information as provided herein. The term "residuals" means information in non-tangible form, which may be retained by person who has had access to the Confidential Information, including ideas, concepts, know-how or techniques contained therein. Neither party shall have any obligation to limit or restrict the assignment of such persons or to pay royalties for any work resulting from the use of residuals. However, the foregoing shall not be deemed to grant to either party a license under the other party's copyrights or patents.
- (e) This Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof. It shall not be modified except by a written agreement dated subsequently to the date of this Agreement and signed by both parties. None of the provisions of this Agreement shall be deemed to have been waived by any act or acquiescence on the part of Disclosing Party, its agents, or employees, except by an instrument in writing signed by an authorized officer of Disclosing Party. No waiver of any provision of this Agreement shall constitute a waiver of any other provision(s) or of the same provision on another occasion.
- (f) In case of any dispute, both the parties agree for neutral third party arbitration. Such arbitrator will be jointly selected by the two parties and he/she may be an auditor, lawyer, consultant or any other person of trust. The said proceedings shall be conducted in English language at Mumbai and in accordance with the provisions of Indian Arbitration and Conciliation Act 1996 or any Amendments or Re-enactments thereto.

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

5. **Suggestions and Feedback**

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

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

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

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

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

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

**ANNEXURE-I**

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

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