

1. Invitation For Empanelment

- 1.1. State Bank of India, a body corporate constituted under State Bank of India Act 1955, having its Corporate Centre at Madame Cama Road, Nariman Point, Mumbai 400 021 and one of its Local Head Office at **Chandigarh** through its REHBU Department at LHO, **CHANDIGARH** (hereinafter referred to as “the Bank”). This invitation for empanelment has been issued by the Bank for selection of Vendors (hereinafter referred to as the Vendor/Service Provider) for sorting, physical segregation of Loan files/ documents/ records/ associated enclosures into various pre-defined folders/ sets/ buckets, scanning and digitization and storing the physical loan files/ other documents into color coded folders (color coded folders will be provided by the Bank), digitizing the records of Loan documents of HLC/RACPCs/ RASMECs/ RACCs/ Branches/ other offices along with associated enclosures and relevant records etc. and held at any location of the Bank or held at Bank’s Document Archival Centre (DACs) or some other storage facility/branches /offices within the geographical area of State of Haryana, Punjab, Himachal, and UT of Chandigarh, J&K and Ladakh falling under the administrative control of the **SBI, Local Head Office, Chandigarh-160017.**
- 1.2. The scope may be increased based on future requirements of the bank to cover records of branches within the control of the Local Head Office, CHANDIGARH. A list of locations of HLC/ RACPCs/ RASMECs/ RACCs/ DACs/ Branches is attached at **Annexure- ‘E’.**
- 1.3. This invitation intends to empanel the vendors to do the job of sorting, physical segregation of Loan files/ documents/ associated enclosures into various predefined folders/sets/buckets, scanning and digitization of Loan documents/Records and storing the physical loan files/other documents into color coded folders (color coded folders will be provided by the Bank).
- 1.4. This proposal is to invite applications from experienced Service Providers of repute and credentials for providing the facility of sorting, physical segregation of Loan files /records/documents into various pre-defined folders/sets/buckets, scanning and digitization and storing the physical loan files/other documents into color coded folders (color coded folders will be provided by the Bank) at Bank's required Centers/Locations, i.e., as per attached Annexure-‘E’
- 1.5. Applicant shall mean any entity (i.e., juristic person) who meets the eligibility criteria given in Annexure- B and C of this invitation for empanelment. The interested applicant who agrees to all the terms and conditions contained in

this document **may submit their applications in hard copy at State Bank of India, Local Head office, DGM REHBU, 4th floor, sector 17A, Chandigarh-160017** along with all the information desired in this document and supporting documents / certificates mentioned herein. The applicant in case of company is required to submit the duly approved board resolution and in case of partnership firms, the letter of authority, authorizing to sign Application and participate in empanelment process on behalf of the company/firm.

- 1.6. **Address for submission of complete set of documents in Hard copy is State Bank of India, Local Head office, DGM REHBU, 4th floor, sector 17A, Chandigarh-160017, 0172-4567446, agmrehbu.lhocha@sbi.co.in.**
- 1.7. Interested applicants are advised to go through the entire document before submission of applying for empanelment to avoid any chance of elimination. The eligible applicants desirous of taking up the project for sorting, physical segregation of Loan files/documents/records/associated enclosures into various pre-defined folders/sets/buckets, Scanning and digitization and storing the physical loan files/other documents into color coded folders and providing various services related thereto to the SBI are invited to submit their complete set of documents along with application to State Bank of India, Local Head office, DGM REHBU, 4th floor, sector 17A, Chandigarh-160017. The criteria and the actual process of evaluation of the responses to this invitation and subsequent selection of the vendor will be entirely at Bank's discretion.

2. Disclaimer:

- 2.1. The information contained in this invitation document or information provided subsequently to applicants 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 document.
- 2.2. This invitation for empanelment is not an offer by State Bank of India, but an invitation to receive responses from the eligible applicants. No contractual obligation whatsoever shall arise from the invitation process unless and until a formal contract is duly signed and executed by authorized official(s) of State Bank of India with the empanelled vendor.
- 2.3. The purpose of this invitation application is to provide the applicants with information to assist preparation of their empanelment proposals. This invitation application does not claim to contain all the information each applicant may require. Each applicant should conduct its own investigations and analysis and should check the accuracy, reliability and completeness of

the information contained in this invitation application and may seek necessary clarifications, if need be. The Bank may in its absolute discretion, but without being under any obligation to do so, update, amend or supplement the information in this invitation application.

- 2.4. The Bank, its employees and advisors make no representation or warranty and shall have no liability to any person, including any applicant 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 invitation for empanelment or otherwise, including the accuracy, adequacy, correctness, completeness or reliability of the invitation of application and any assessment, assumption, statement or information contained therein or deemed to form or arising in any way for participation in this process.
- 2.5. The Bank also accepts no liability of any nature whether resulting from negligence or otherwise, howsoever caused arising from reliance of any applicant upon the statements contained in this invitation application.
- 2.6. The issue of this invitation of application does not imply that the Bank is bound to select an applicant or to appoint the selected applicant or Concessionaire, as the case may be, for the Project and the Bank reserves the right to reject all or any of the application or applicants without assigning any reason whatsoever.
- 2.7. The applicant is expected to examine all instructions, forms, terms and specifications in the application. Failure to furnish all information required by the application document or to submit an application not substantially responsive to the Application in all respects will be at the Applicant's risk and may result in rejection of the application.
- 2.8. The applicant shall bear all cost in connection with application.
- 2.9. The Bank reserves the right to cancel the empanelment process at any stage without assigning any reason thereof.

3. Definitions:

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

- 3.1. **“The Bank”** means State Bank of India, Local Head Office, Sector 17 A, CHANDIGARH represented through its REHBU Dept. at **LHO, CHANDIGARH** which has invited the applications for sorting, physical segregation of Loan files /records/ documents into various pre-defined folders/sets/buckets, scanning and digitization and storing the physical loan files/other documents into color coded folders (color coded folders will be provided by the Bank) from the eligible vendors. Bank also refers to branch/RACPC/RASMEC/RACC/DAC/ CPCs/LHO/ Department/ Offices as the context may require.
- 3.2. **“Applicant/Service Provider/System Integrator”** means an eligible entity/firm submitting the application in response to this Invitation for Empanelment.
- 3.3. **“Application”** means the written reply or submission of response to this invitation for Empanelment.
- 3.4. **“The Contract”** means an agreement with the Bank and the empanelled vendor **in accordance with this invitation for empanelment**. Bank may choose to call financial bids from the empanelled vendors for Complete/Partial Allocation of work in Circle/State/Centre wise. Work order will be given to the vendor who will put the lowest bid against the banks requisition as and when called for.
- 3.5. **“Empanelled Vendor/Service Provider”** is the applicant who found eligible as per eligibility criteria set out in this application document, subject to acceptance by the Bank.
- 3.6. **“The Equipment/Product”** means software / firmware / operating software/ Hardware which the Vendor is required to supply to the Bank under the Contract.
- 3.7. **“The Services”** means those services ancillary to the supply of the equipment/product, such as transportation, transit insurance, installation, commissioning, customization, integration, provision of technical assistance, training, maintenance and other such obligations of the Vendor covered under the Contract.
- 3.8. **“The Project”** means sorting, physical segregation of Loan files/documents/records/associated enclosures into various pre-defined folders/sets/buckets, scanning

and digitization, storing the physical loan files/other documents into color coded folders (color coded folders will be provided by the Bank) at Bank's premises by the vendor at his own cost including installation, testing and commissioning of various gadgets/computer system and regular maintenance, for the contract period.

3.9. **"The Project Site"** means locations where **physical segregation of loan files/documents, scanning** and digitization being undertaken.

3.10. "Circle "means LHO Centre and branches/offices under the administrative control of the Local Head Office (LHO), CHANDIGARH.

4. Cost of application documents:

The participating applicants shall bear all the costs associated with or relating to the preparation and submission of their applications 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 application. The Bank shall not be liable in any manner whatsoever for the same or for any other costs or other expenses incurred by an applicant regardless of the conduct or outcome of the application process.

5. Clarifications on application document:

5.1. Applicant requiring any clarification of the application document may notify the Bank through e-mail given in part II of this document within the date/time mentioned in the schedule of events.

5.2. The queries received and response of the Bank thereof will be posted on the Bank's website.

5.3. SBI reserves the right to amend, rescind or reissue the invitation for empanelment, at any time prior to the deadline for submission of application. The Bank, for any reason, whether, on its own initiative or in response to a clarification requested by a prospective applicant, may modify the application document, by amendment which will be made available to the applicants by way of corrigenda/addenda posted at banks website. The interested parties/applicants are advised to check the Bank's website regularly till the date of submission of application 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 application. Such amendments/ clarifications, if any, issued by the Bank will be binding on the participating applicants. Bank will not take any responsibility for any such omissions by the applicant.

- 5.4. SBI, at its own discretion, may extend the deadline for submission of application in order to allow prospective applicants a reasonable time to prepare the documents, for taking the amendment into account.
- 5.5. No request for change in commercial/legal terms and conditions, other than what has been mentioned in this invitation for empanelment or any addenda/corrigenda or clarifications issued in connection thereto, will be entertained and queries in this regard, therefore will not be entertained.
- 5.6. Queries received after the scheduled date and time will not be responded/ acted upon.

6. Contents of Application:

- 6.1. The applicant must thoroughly study/analyze and properly understand the contents of this document, its meaning and impact of the information contained therein.
- 6.2. Failure to furnish all information required or submission of application not responsive to this invitation for empanelment in any respect will be at the applicant's risk and responsibility and the same may finally result in rejection of its application. SBI has made considerable effort to ensure that accurate information is contained in this invitation for empanelment and is supplied solely as guidelines for applicants.
- 6.3. Nothing in this invitation for empanelment or any addenda/corrigenda or clarifications issued in connection thereto, is intended to relieve applicants from forming their own opinions and conclusions in respect of the matters contained in this invitation and its addenda, if any.
- 6.4. The application prepared by the applicants, as well as all correspondences and documents relating to it shall be submitted in English.
- 6.5. The information provided by the Applicants in response to this invitation for empanelment will become the property of SBI and will not be returned. Incomplete information in the document may lead to non consideration of the proposal.

7. Submission of Applications:

- a. Applications along with all the required documents must be sent in Hard Copy to State Bank of India, Local Head office, DGM REHBU, 4th floor, sector 17A, Chandigarh-160017, by the date and time mentioned in the “Schedule of Events”.
- b. In case the Bank extends the scheduled date of submission of empanelment document, the application shall be submitted by the time and date rescheduled. All rights and obligations of the Bank and applicants will remain the same.

8. Scrutiny of applications:

- a) All the applications received up to the specified time and date will be scrutinized for evaluation.
- b) Applications satisfying eligibility criteria and agree to comply with all the terms and conditions specified in the invitation for empanelment document, will be evaluated for eligibility.
- c) The Bank will examine the applications to determine whether they are complete, required formats have been furnished, the documents have been properly signed, The Bank may, at its discretion waive any minor non-conformity or irregularity in an application which does not constitute a material deviation.
- d) If an application is not responsive, it will be rejected by the Bank and will not subsequently be made responsive by the applicant by correction of the nonconformity.
- e) Evaluation of only those applications will be carried out which are prima facie found to be responsive and where all the required papers, Affidavits etc. have been furnished. Before evaluation, the bank will examine the applications to determine whether they are complete, whether any computational errors have been made, whether required information have been provided, whether the documents have been properly signed. The bank will reject the application determined as not substantially responsive.
- f) The Bank reserves the right to evaluate the applications on technical & functional parameters including factory/workplace visit and witness demos of the system and verify functionalities, response times, etc.

9. Contacting the Bank:

- 9.1. No applicant shall contact the Bank on any matter relating to its application.
- 9.2. Any effort by an applicant to influence the Bank in its decisions on evaluation of application which may result in the rejection of the application.

10. Allocation of work:

- 10.1. After empanelment of eligible vendors, Bank on its sole discretion may consider to invite/call financial bids from the empanelled vendors for Allocation of work for the offices located within geographical area of State of Haryana, Punjab, Himachal, and UT of Chandigarh, J&K and Ladakh falling under the administrative as detailed in Annexure E. For clarification, financial bids may be called Circle/State/Centre wise.
- 10.2. Copy of board resolution or power of attorney showing that the signatory has been duly authorized to sign the acceptance letter, contract and NDA should be submitted.
- 10.3. The successful vendor(s) shall be required to enter into a contract/ SLA with the Bank, within 15 days of award or within such extended period as may be decided by the Bank.
- 10.4. Until the execution of a formal contract, the application, 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.
- 10.5. The contract/ agreement will be based on applicant(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.
- 10.6. 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.
- 10.7. Bank reserve the right to reject any or all the Applications/bids.

11. Change in Orders:

- i. The Bank may, at any time, by a written order given to the Vendor, make changes within the general scope of the Contract in any manner.
- ii. If any such change causes an increase or decrease in the cost of, or the time required for the Vendor's performance of any provisions under the Contract, an equitable adjustment shall be made in the Contract Price or delivery schedule, or both, and the Contract shall accordingly be amended. Any claims by the Vendor for adjustment under this clause must be asserted within 15 days from the date of Vendor's receipt of Bank's change order.

12. Contract Amendments:

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

- 13. Bank's Right to Accept Any Application and to Reject Any or All applications:** The Bank reserves the right to accept or reject any Application in part or in full or to cancel

the empanelment process and reject all applications at any time, without incurring any liability to the affected applicants or any obligation to inform the affected applicants of the grounds for the Bank's action.

14. Performance Bank Guarantee:

(i) Performance Bank Guarantee [PBG] of the amount with validity period as specified by the Bank strictly on the format at **Annexure-I** is to be submitted by the finally selected Bidder/s (out of empanelled vendors). The submission of PBG by the vendor/s will be at the stage when the Bank will call the financial bids out of the empanelled vendors (selected in this empanelment process) and thereafter the bank will call financial bids within the empanelled vendors. The successful bidder at the time of issuance of work order by the Bank have to submit PBG. 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 **PBG will be furnished for 10% of the amount of work order given by the Bank.**

Work 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 delay in supply/installation and or the risk of unsuccessful implementation of the project, or performance of the material or services sold, which may warrant invoking of PBG. In case any act of the vendor/s results in imposition of Liquidated Damages then also the Bank reserves the right to invoke the PBG.

15. Compliance with IS Security Policy and others:

The Vendor shall have to comply with Bank's IT & IS Security policy in key concern areas relevant to the invitation for empanelment, details of which will be shared with the finally selected applicants. Some of the key areas are as under:

- 15.1. Responsibilities for data and application privacy and confidentiality
- 15.2. Responsibilities on system and software access control and administration.
- 15.3. Custodial responsibilities for data, software, hardware and other assets of the Bank being managed by or assigned to the Vendor
- 15.4. Physical Security of the facilities
- 15.5. Physical and logical separation from other customers of the Vendor
- 15.6. Incident response and reporting procedures
- 15.7. Password Policy of the Bank
- 15.8. Ensuring of proper handling and return of Security documents /title documents of immovable properties to
RACPC/RASMEC/RACC/Branches/other offices
- 15.9. Data Encryption/Protection requirements of the Bank.

15.10. In general, confidentiality, integrity and availability must be ensured.

15.11. Provisions of the DPDP Act as and when made enforceable.

16. Penalty Clause

As mentioned in **Annexure G**.

17. Inspection and Quality Control Tests

17.1. The Bank reserves the right to carry out inspection by a team of Bank officials or as and when demand a demonstration any time during physical segregation of loan files/documents, scanning and digitization project.

17.2. The empanelled vendor shall intimate the Bank before commencing the work of installation of infrastructure at the designated location. Successful conduct and conclusion of installation / operationalization of **physical segregation of loan files/documents, scanning and digitization and storing the physical files/documents in color coded folders (folders will be provided by the Bank) shall be the sole responsibility of the vendor.**

17.3. Provided that the Bank may, at its sole discretion, waive inspection of facility of applicant having regard to the value of the order and/or the nature of the work/goods and/or any other such basis as may be decided at the sole discretion of the Bank meriting waiver of such inspection.

17.4. In the event of the product/infrastructure failing to pass the acceptance test by the Bank, as per the specifications given, a period not exceeding two weeks will be given to rectify the defects and clear the acceptance test, failing which, the Bank reserves the right to cancel the work Order.

17.5. Nothing stated herein above shall in any way release the applicant from any warranty or other obligations under this Contract.

18. Right to Audit:

18.1. The Selected Bidder/s (out of empanelled vendors) may have to get itself audited by Bank officials / 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. 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.

18.2. 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. Cost of such correction if any to be incurred by the vendor.

18.3. 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 vendor in conjunction with the services provided to the Bank.

18.4. The Bank reserve the right to audit the vendor by its internal auditors from Internal Audit Department or any outside agencies as decided by the Bank. Cost of external auditor if appointed by Bank will be borne by the Bank.

19. Subcontracting:

As per scope of the document, subcontracting is prohibited. In view of the confidential and sensitive nature of documents, the sub-contracting will not be permitted under any circumstances. If the vendor is found to be sub-contracting, at any stage, the Bank will cancel the contract and forfeit the Performance Bank Guarantee besides taking other steps, as deemed fit by the Bank.

20. Insurance:

- i. All the infrastructure created by the vendor at the site shall have to be insured by the vendor at his own cost to cover all the required risks. Bank will obtain insurance for records/documents etc. and the building at its own cost.
- ii. Should any loss or damage occur, to vendor's infrastructure, the Vendor shall:
 - a. initiate and pursue claim till settlement and
 - b. Promptly make arrangements for repair and / or replacement of any damaged item to the satisfaction of the Bank, irrespective of settlement of claim by the underwriters.

- iii. Vendor to take adequate insurance for compensating Bank, the loss (sorting, physical segregation of documents/loan files, storing or in scanning) suffered due to deficiencies in services either by the vendor or its employees.

21. Validity of Empanelment:

The Empanelment will be valid for the initial period of 02 years subject to annual review thereafter.

22. Confidentiality:

- 22.1. Applicant 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 empanelled vendor by the Bank in connection with the performance of obligations of vendor 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.
- 22.2. 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.
- 22.3. The confidential information may be disclosed to /shared with the employee of the service provider strictly on need-to-know basis. The service provider however shall ensure that the confidential information of the Bank is duly protected during the service and also after resignation / termination of such employee .

23. Delay in the Vendor's Performance:

- 23.1. Delivery installation, commissioning of the Products/Solution and performance of Services shall be made by the Vendor within one month of signing of agreement.
- 23.2. 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 invitation document).
- 23.3. In case the vendor is not able to complete the job within given timeline and/or the vendor's services are not found to the satisfaction of the Bank after start of operation, the Bank will have right to take appropriate steps as per this

document (including forfeiture of materials already installed in case of premises provided by the Bank).

- 23.4. Penalty will be imposed on the service provider for delay in starting the project as well as failure to meet daily / monthly **physical segregation of loan files/documents**, scanning and digitization target as per the Annexure – F

24. Vendor's obligations:

- i. The Applicant/Vendor is responsible for and obliged to conduct all contracted activities in accordance with the contract using latest technology, methods and economic principles and exercising all means available to achieve the performance specified in the Contract.
- ii. The Vendor is obliged to work closely with the Bank's staff, act within its own authority and abide by directives issued by the Bank from time to time and complete implementation activities.
- iii. The Vendor will abide by the job safety measures prevalent in India and will free the Bank from all demands or responsibilities arising from accidents or loss of life, the cause of which is the Vendor's negligence. The Vendor will pay all indemnities arising from such incidents and will not hold the Bank responsible or obligated.
- iv. The Vendor is responsible for managing the activities of its personnel and will hold itself responsible for any misdemeanors.
- v. The Vendor shall treat as confidential all data and information about SBI, obtained in the process of executing its responsibilities, in strict confidence and will not reveal such information to any other party without prior written approval of the Bank as explained under "Non-Disclosure Agreement" in **Annexure-H** of this document.
- vi. Service provider will take Fidelity Insurance to protect Bank against any loss (fraud and or reputation loss) to Bank due to data misuse / pilferage or any act of its employee (s).
- vii. Service provider will provide a list of employees engaged in Job work allotted by Bank at the beginning of the project and also keep Bank updated whenever there is any change in employees. Service provider will also provide KYC details and police verification report of all such employees to the Bank for record purpose.
- viii. The vendor will issue Photo ID cards to all the employees deployed at the DAC HLC/RACPC/RASMEC/RACC/branches/other offices where Bank's records are to be stored. In addition to photo ID card, Bank may require KYC details of employees engaged at HLC/RACPC/RASMEC/RACPC/RACC/Branch/Other offices /DAC where Bank's records stored/are to be stored.

- ix. The vendor employees will be under CCTV surveillance and may be checked and frisked at the entrance and prohibited from carrying any data coping implement including mobile phone on him while he is at work, and this will be suitably intimated to the employee by the vendor.
- x. The operation of the empanelled vendor in Pakistan or China, if any, should be suitably firewalled from the contact / operations with the Bank. And shall also declare that no employee who has previously or been posted in Pakistan or China in any capacity is engaged by the company for this project and that no Pakistan national or person of Pakistan origin should be engaged by the service provider for the project. Further the company should not post an employee who has worked in India operations in Pakistan or China.

25. Technical Documentation:

The Vendor should also provide the MIS reports / daily performance report as per requirements of the Bank. Any level/ version changes and/or clarification or corrections or modifications in the above-mentioned documentation should be supplied by the Vendor to the Bank, free of cost in timely manner. The vendor shall develop customized documentation as per Bank's requirement, if desired by the Bank.

26. Patent Rights/Intellectual Property Rights:

- i. For any licensed software/hardware/firmware used by the finally selected Vendor (s) for performing services, the Vendor(s) shall have the right as well as the right to license for the outsourced services. The vendor shall, if applicable, furnish a photocopy of the Agreement with their Principals/OEM in respect of "Product" and services offered. Any license or IPR violation 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. In case of violation/ infringement of patent/ trademark/ copyright/ trade secrete or industrial design, the supplier/vendor shall after due inspection and testing get the solution redesigned for the Bank, at no extra cost.
- iii. The Vendor shall expeditiously extinguish any such claims and shall have full rights to defend itself therefrom. 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.

27. Liquidated Damages:

If the Vendor fails to deliver any or all of the products or perform the services within the stipulated time schedule, as specified in the Contract, as desired in this Invitation for empanelment/ 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 this document. Once the maximum deduction is reached, the Bank may consider termination of the Contract.

28. Severability:

If any provision of this Contract is determined to be invalid or unenforceable, it will be deemed to be modified to the minimum extent necessary to be valid and enforceable. If it cannot be so modified, it will be deleted, and the deletion will not affect the validity or enforceability of any other provision.

29. Conflict of Interest:

Applicant shall not have a conflict of interest (the "Conflict of Interest") that affects the Empanelment process. Any Applicant 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 Performance Security (Performance Bank Guarantee), 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 Applicant's proposal (the "Damages"), without prejudice to any other right or remedy that may be available to the Bank under this invitation for empanelment and/ or the contract or otherwise.

30. Termination of contract (Work order) and Depanelment/Debarment from Panel:

- 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 any or all of the Products and 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 products; or
 - e. Violations of terms and conditions stipulated in this invitation for empanelment/contract.
 - f. For inconvenience or in the interest of the Bank.
- 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, Products and Services similar to those undelivered, and the Vendor shall be liable to the Bank for any increase in cost for such similar Products and/or 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 invitation and shall also support the orderly transition to another vendor or to the Bank.
- iv. During the transition, the vendor shall also support the Bank on technical queries/support on process implementation or in case of software provision for future upgrades.
- v. The Bank's right to terminate the Contract will be in addition to the penalties /liquidated damages and other actions as deemed fit.
- vi. **In case of termination of contract by the bank for the reasons assigning above or any other reasons mentioned in this invitation for empanelment, Bank will depanel/debar the said vendor along with the termination from panel.**

31. Force Majeure:

- i. Notwithstanding the provisions of terms and conditions contained in this invitation for empanelment, 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, bandh, 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.

32. 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.

33. Governing Language:

The governing language shall be English.

34. 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 LHO, CHANDIGARH Centre.

35. 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.
- b. 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, including exchange rate fluctuations, any upward revision in Custom duty. The vendor will pass on to the Bank, all fiscal benefits arising out of reductions, if any, in Government levies viz. custom duty or the benefit of discounts if any announced in respect of the cost of the items for which orders have been placed during that period.
- c. All expenses, stamp duty and other charges/ expenses in connection with the execution of the Agreement as a result of this empanelment process shall be borne by the applicant.

36. 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.

37. Right to use defective product:

If after delivery, acceptance and installation and within the warranty period, the operation or the product (scanned images) /services is found to be unsatisfactory, the Bank shall have the right to continue to operate or use such product (scanned images)/services until rectification of defects, errors or omissions by partial or complete replacement is made without interfering with the Bank's operation.

38. Notices:

Any notice given by one party to the other pursuant to this contract shall be sent to other party in writing or by e-mail 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.

39. Termination of contract for Convenience:

The Bank, by written notice of not less than 30 (Thirty) days sent to the empanelled 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.

40. Disputes/Arbitration (applicable in case of selected vendor (out of empanelled vendors):

- 40.1. 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 upon 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 language of arbitration would be in English, and the arbitration proceedings shall be conducted in Chandigarh and the seat of arbitration would be in Chandigarh. The contract shall be governed in accordance with the law prevailing in India, Act, Rules, amendments and orders made thereon from time to time and the arbitration would be held as per the Arbitration and Conciliation Act, 1996, as amended from time to time. The construction, validity, performance of this agreement/contract shall be governed by laws of India. The arbitral proceedings will be held at Chandigarh and the Courts/Forums/Tribunal in Chandigarh shall have exclusive jurisdiction to decide any dispute between the parties of the contract. Any appeal will be subject to the exclusive jurisdiction of courts of Chandigarh.

- 40.2. 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.

41. Initial Deposit Amount:

- 41.1. The Applicant shall furnish initial deposit for the amount and validity period as under:
- 41.2. The Applicant shall furnish, as part of its application, an initial deposit of Rs. 20000/- (Rupees Twenty Thousand only) by way of Pay Order / Demand Draft, issued by a Scheduled Commercial Bank in India, drawn in favour of State Bank of India payable at **Chandigarh**. **MSME have been exempted for initial security deposit subject to submission of MSME registration documents.**
- 41.3. No interest will be paid on initial deposit amount while refunding the same.
- 41.4. Any application not secured with initial deposit, as above, will be rejected outrightly by the Bank, as non-responsive.
- 41.5. The initial deposit will be refunded without interest upon the completion of empanelment process.
- 41.6. The initial deposit may be forfeited: -
- i. if an applicant withdraws his application once submitted; or

- ii. if an applicant makes any statement or encloses any form which turns out to be false / incorrect at any time.