



RFP FOR EMPANELMENT OF LEADING CONSULTANCY FIRM(S) AT RISK  
MANAGEMENT DEPARTMENT FOR PROVIDING RISK MANAGEMENT AND  
RELATED ADVISORY SERVICES ON TIME AND MATERIAL (T&M) BASIS

**Ref: SBI/RMD/2025-26/AKM/02**

**Dated: 21.11.2025**

Risk Management Department,  
State Bank of India,  
3rd Floor, Mafatlal Centre,  
Nariman point, Mumbai, 400 021  
Maharashtra, India

### Schedule of Events

SI No	Particulars	Remarks
1	Contact details of issuing department (Name, Designation, Mobile No., Email address for sending any kind of correspondence regarding this RFP)	Sri Sayan Bhattacharyya Designation- DGM (Basel & HR) Contact Detail:022-68621311 Email: <a href="mailto:dgm.basel2@sbi.co.in">dgm.basel2@sbi.co.in</a>  Address for Correspondence: Risk Management Department 3rd Floor, Mafatlal Centre Nariman Point, Mumbai -400021 Email: <a href="mailto:dgm.basel2@sbi.co.in">dgm.basel2@sbi.co.in</a> <a href="mailto:rac.rmd@sbi.co.in">rac.rmd@sbi.co.in</a>
2	Bid Document Availability including changes/amendments, if any to be issued	RFP may be downloaded from Bank's website <a href="https://www.sbi.bank.in">https://www.sbi.bank.in</a> procurement news from 21.11.2025 to 20.12.2025
3	Last date for requesting clarification	Up to 01.12.2025, 5:00 PM All communications regarding points / queries requiring clarifications shall be given in writing or by e-mail.
4.	Pre - bid Meeting at (venue)	10.12.2025 through online meeting from 3:00 PM onwards
5.	Clarifications to queries raised at pre-bid meeting will be provided by the Bank.	16.12.2025
6.	Last date and time for Bid submission	20.12.2025 (3:00 PM)
7.	Address for submission of Bids	URL: <a href="https://etender.sbi/SBI/">https://etender.sbi/SBI/</a> Name of the e-Procurement Agency: e-Procurement Technologies Limited (EPTL)  Tender Fee & EMD Demand Draft / Bankers' Cheque / Bank Guarantee should be submitted to following address: Deputy General Manager (Basel), State Bank of India, Corporate Centre, 3rd Floor, Mafatlal Centre, Nariman Point, Mumbai – 400021
8	Date and Time of opening of Technical Bids	23.12.2025 (4:00 PM)

		Authorized representatives of Bidders may be present during opening of the Technical Bids. However, Technical Bids would be opened even in the absence of any or all of Bidders representatives.
9.	Opening of Indicative Price bid	Indicative Price bid of technically qualified bidders only will be opened on a subsequent date.
10	Reverse Auction	On a subsequent date which will be communicated to such Bidders who qualify in the Technical Bid.
11	Tender Fee	Amount Rs.25,000 Non-Refundable by means of a DD or Banker's cheque payable at Mumbai in favour of State Bank of India Tender fee will be non- refundable.
12	Earnest Money Deposit	Rs.10,00,000/- (Rupees Ten Lakhs only) in the form of Demand Draft/ Bankers' Cheque (in favour of 'State Bank of India' payable at Mumbai. Or EMD should be in the form of a Bank Guarantee. EMD shall be valid up to 180 days from bid submission date <b>Bidder should deposit EMD and Tender Fee separately.</b>
13	Bank Guarantee	BG will be stipulated on project basis on the discretion of the Bank. As & when project is allotted, BG for 10% of the contract amount would be obtained.  In such cases BG should be valid for a minimum period of 06 months or the tenure of the project plus three months period, whichever is higher from the effective date of the PO for individual works stream.
14	Contact details of agency appointed for conducting Reverse Auction	Will be intimated later to technically qualified Bidders
15	Price validity from the date of price discovery	Five years from the date of signing of agreement
16	Delivery schedule/ Timeline	Purchase Order (PO) will be issued by the Bank on need basis.

		<p>The Bidder shall adhere to following timelines while providing the resources:</p> <ul style="list-style-type: none"> <li>i. The Bidder shall provide acknowledgement within 2 days from receipt of PO.</li> <li>ii. The Bidder shall provide PO acceptance within 7 days from date of receipt of PO.</li> <li>iii. The Bidder shall provide detailed CV(s) specifying the professional experience of minimum of twice the number of resources required per category as per the PO within 14 days from the date of receipt of PO. The initial screening / interview must be done by the service provider(s) as per their standard procedure before submitting the CV(s) to the Bank.</li> <li>iv. The Bank shall interview, if required, and finalise the resources within 10 days of the receipt of CV by the Bank. A representative from the successful Bidder may also be present during the interview.</li> <li>v. In case any or all resources are not found suitable by the Bank, then the same shall be communicated to the Service Provider. The Service Provider shall provide additional CVs within seven days of such communication. The number of additional CVs shall not be less than the number of remaining resources to fulfill the Bank's requirement as per the PO. In case, even the additional resources are not found suitable by the Bank, then the Bank reserves the right to cancel the PO in whole or in part.</li> <li>vi. The resources have to report within 30 days from the date of finalization of the resources by the Bank or a later period that may be specified in the PO.</li> </ul>
17	Terms of payment	<p>The successful Bidder shall raise invoice by 5th of every month for the resources deployed in the previous month along with attendance report and actual timelines of PO receipt, PO acknowledgement, PO acceptance, submission of CVs and on-boarding of resources duly approved by HOD of the respective department. The payment will be released within 30 days from receipt of invoice along with supporting documents as mentioned above.</p>
18	Delivery locations	<p>Resources are primarily required at locations in SBI Corporate Centre, Nariman Point, Mumbai. However, if the requirement is for other location</p>

		then the same will be mentioned in the Purchase Order and the Bidder has to provide the resources at the same cost.
19	Contact details of e-Procurement agency appointed for e-procurement	<p>i). Akhlad Rajput- 7859800624  <a href="mailto:akhlad.rajpud@eptl.in">akhlad.rajpud@eptl.in</a></p> <p>ii). Nandan Valera- 9081000427.  <a href="mailto:Nandan.v@eptl.in">Nandan.v@eptl.in</a></p> <p>iii). Nithya Vallavar- 7859800609, <a href="mailto:Nithya@eptl.in">Nithya@eptl.in</a></p>

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## 1. INVITATION TO BID:

- i. **State Bank of India** (herein after referred to as '**SBI/the Bank**'), having its Corporate Centre at Mumbai, various other offices (LHOs/ Head Offices /Zonal Offices/Global Link Services, Global IT Centre, foreign offices etc.) of State Bank of India, branches/other offices, Subsidiaries and Joint Ventures available at various locations and managed by the Bank (collectively referred to as **State Bank Group or 'SBG'** hereinafter). This Request for Proposal (RFP) has been issued by **the Bank** on behalf of **SBG** for "*RFP FOR EMPLANELMENT OF LEADING CONSULTANCY FIRM(S) AT RISK MANAGEMENT DEPARTMENT FOR PROVIDING RISK MANAGEMENT AND RELATED ADVISORY SERVICES ON TIME AND MATERIAL (T&M) BASIS*"
- ii. In order to meet the consultancy requirements, the Bank proposes to invite online Bids from eligible Bidders as per details/scope of work mentioned in **Appendix-E** of this RFP.
- iii. Bidder shall mean any entity (i.e. juristic person) who meets the eligibility criteria given in **Appendix-B** of this RFP and willing to provide the Services as required in this RFP. The interested Bidders who agree to all the terms and conditions contained in this RFP may submit their Bids with the information desired in this RFP. Consortium bidding is not permitted under this RFP.
- iv. Address for submission of online Bids, contact details including email address for sending communications are given in Schedule of Events of this RFP.
- v. The purpose of SBI behind this RFP is to seek a detailed technical and commercial proposal for hiring of consultant as desired in this RFP.
- vi. This RFP document shall not be transferred, reproduced or otherwise used for purpose other than for which it is specifically issued.
- vii. Interested Bidders are advised to go through the entire RFP before submission of online Bids to avoid any chance of elimination. The eligible Bidders desirous of providing **Services** to SBI are invited to submit their technical and commercial proposal in response to this RFP. The criteria and the actual process of evaluation of the responses to this RFP and subsequent selection of the successful Bidder will be entirely at Bank's discretion. This RFP seeks proposal from Bidders who have the necessary experience, capability & expertise to provide SBI the proposed **Services** adhering to Bank's requirements outlined in this RFP.

## 2. DISCLAIMER:



- i. The information contained in this RFP or information provided subsequently to Bidder(s) whether verbally or in documentary form/email by or on behalf of SBI, is subject to the terms and conditions set out in this RFP.
- ii. This RFP is not an offer by State Bank of India, but an invitation to receive responses from the eligible Bidders. 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 Bidder under any law, statute, rules or regulations or tort, principles of restitution or unjust enrichment or otherwise for any loss, damages, cost or expense which may arise from or be incurred or suffered on account of anything contained in this RFP or otherwise, including the accuracy, adequacy, correctness, completeness or reliability of the RFP and any assessment, assumption, statement or information contained therein or deemed to form or arising in any way for participation in this bidding process.
- v. The Bank also accepts no liability of any nature whether resulting from negligence or otherwise, howsoever caused arising from reliance of any Bidder upon the statements contained in this RFP.
- vi. The Bidder is expected to examine all instructions, forms, terms and specifications in this RFP. Failure to furnish all information required under this RFP or to submit a Bid not substantially responsive to this RFP in all respect will be at the Bidder's risk and may result in rejection of the Bid.
- vii. The issue of this RFP does not imply that the Bank is bound to select a Bidder or to award the contract to the Selected Bidder, as the case may be, for the Project and the Bank reserves the right to reject all or any of the Bids or Bidders without assigning any reason whatsoever before issuance of purchase order and/or its acceptance thereof by the successful Bidder as defined in Award Criteria and Award of Contract in this RFP.

### **3. DEFINITIONS:**

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

- i. **“The Bank”** ‘means the State Bank of India (including domestic branches and foreign offices), Subsidiaries and Joint Ventures, where the Bank has ownership of more than 50% of voting securities or the power to direct the management and policies of such Subsidiaries and Joint Ventures.
- ii. **“Bidder”** means an eligible entity/firm submitting the Bid in response to this RFP.
- iii. **“Bid”** means the written reply or submission of response to this RFP.
- iv. **“The Contract”** means the agreement entered into between the Bank and Service Provider, as recorded in the Contract Form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein.
- v. **“Consultant/ Service Provider”** is/are the successful Bidder(s) found eligible as per eligibility criteria set out in this RFP, whose technical Bid has/have been accepted and who has/have emerged as L1 (lowest in reverse auction) Bidder(s) as per the selection criteria set out in the RFP and to whom notification of award has been given by the Bank.
- vi. **“Deliverables/ Work Product”** shall mean all work product generated by Consultant solely or jointly with others in the performance of the Services, including, but not limited to, any and all information, notes, reports, material, drawings, records, diagrams, formulae, processes, technology, firmware, software, know-how, designs, ideas, discoveries, inventions, improvements, copyrights, trademarks and trade secrets.
- vii. **“Intellectual Property Rights”** shall mean and include (a) copyrights and all renewals thereof; (b) trademarks, trade names, service marks, service names, logos and corporate names, both primary and secondary, together with all goodwill associated therewith and including, without limitation, all translations, adaptations, combinations and derivations of each of the foregoing, (c) trade secrets and other confidential information (including proposals, financial and accounting data, business and marketing plans, customer and supplier lists and related information); (d) all other intellectual property, including but not limited to design rights, trade names, information technology, domain names; and (e) all registrations and applications for registration, extension or renewal filed anywhere in the world for each of the foregoing.

- viii. **“Closed RFP and Purchase Vale Order”**: Closed RFP will be issued between selected vendors. Purchase value order means the total price agreed to be paid to Consultant under the respective Purchase Order, which may be issued by the Bank from time to time during the empanelment contract period”
- ix. **“Services”** means all services, scope of work and deliverables to be provided by a Bidder as described in the RFP and include provision of technical assistance, training, certifications, auditing and other obligation of Service Provider covered under this RFP.

#### **4. SCOPE OF WORK:**

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

#### **5. ELIGIBILITY AND TECHNICAL CRITERIA:**

- i. Bid is open to all Bidders who meet the eligibility and technical criteria as given in Appendix-B & Appendix-C of this document. The Bidder has to submit the documents substantiating eligibility criteria as mentioned in this RFP document.
- ii. No Bidder or its associate shall submit more than one Bid for the Services desired under this RFP. A Bidder applying individually or as an associate shall not be entitled to submit another Bid either individually or through associates, as the case may be.

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

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

## **8. CONTENTS OF BID DOCUMENT:**

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

relating to the Bid exchanged by the Bidder and the Bank and supporting documents and printed literature shall be submitted in English.

- iv. The information provided by the Bidders in response to this RFP will become the property of the Bank and will not be returned. Incomplete information in Bid document may lead to non-consideration of the proposal.

## **9. EARNEST MONEY DEPOSIT (EMD):**

- i. The Bidder shall furnish EMD for the amount and validity period mentioned in Schedule of Events of this RFP.
- ii. EMD is required to protect the Bank against the risk of Bidder's conduct.
- iii. The EMD may be in the form of a Demand Draft or Bankers' Cheque or Bank Guarantee [on the lines of Appendix-M Issued by a Scheduled Commercial Bank in India, other than State Bank of India, drawn in favour of State Bank of India payable at Mumbai. In case, SBI is the sole Banker for the Bidder, a Letter of Comfort from SBI would be acceptable. Scanned copy of original MD Bank Guarantee should be uploaded on portal of e-Procurement agency along with technical bid. Original EMD Bank Guarantee should be delivered through registered post/courier or given in person to the Bank at the address specified in Schedule of Event Sl. No. 1 within the bid submission date and time for the RFP.
- iv. Any Bid not accompanied by EMD for the specified amount as mentioned in this RFP will be rejected as non-responsive.
- v. The EMD of the unsuccessful Bidder(s) would be refunded/returned by the Bank within 2 weeks of the Bidder being notified as being unsuccessful.
- vi. The EMD of successful Bidder will be discharged upon the Bidder signing the Contract
- 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 technically qualified Bidder do not participate in the auction by not logging in, in the reverse auction tool; or

- (c) 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
  - (d) if the successful Bidder fails to accept Purchase Order and/or sign the Contract with the Bank or furnish Bank Guarantee, within the specified time period in the RFP.
- ix. If EMD is forfeited for any reasons mentioned above, the concerned Bidder may be debarred from participating in the RFPs floated by 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 separately for technical and Price on portal of e-Procurement agency for **providing of consultancy services** in response to the **RFP No. SBI/RMD/2025-26/AKM/02 dated 21.11.2025**. Documents mentioned below are to be uploaded on portal of e-Procurement agency with digital signature of authorised signatory:
  - (a) Index of all the documents, letters, bid forms etc. submitted in response to RFP along with page numbers.
  - (b) Bid covering letter/Bid form on the lines of **Appendix-A** on Bidder's letter head.
  - (c) Proof of remittance of EMD and Tender Fee as specified in this document. Proof of remittance of Tender Fee and EMD in form of Demand draft/Bankers' Cheque/Bank Guarantees specified in this document. Scanned copy of original Demand draft/Bankers Cheque should be uploaded subject to compliance of requirement mentioned in clause no "DEADLINE FOR SUBMISSION OF BIDS" sub-clause 11(ii). In case, EMD is submitted in form of BG, scanned copy of original BG should be uploaded subject to compliance of requirement mentioned in clause no "*DEADLINE FOR SUBMISSION OF BIDS*" sub-clause 11(ii).
  - (d) Specific response with supporting documents in respect of Eligibility Criteria as mentioned in **Appendix-B** and technical eligibility criteria on the lines of **Appendix-C**.
  - (e) Bidder's details as per **Appendix-D** on Bidder's letter head.
  - (f) Audited ***financial statement and profit and loss account statement*** as mentioned in Part-II.
  - (g) A copy of board resolution along with copy of power of attorney (POA wherever applicable) showing that the signatory has been duly authorized to sign the Bid document.
  - (h) If applicable, copy of registration certificate issued by competent authority as mentioned in SI No 2 of Eligibility Criteria under Appendix-B.

#### **ii. Indicative Price Bid for RFP FOR EMPLANELMENT OF LEADING**

**CONSULTANCY FIRM(S) AT RISK MANAGEMENT DEPARTMENT FOR PROVIDING RISK MANAGEMENT AND RELATED ADVISORY SERVICES ON TIME AND MATERIAL (T&M) BASIS** in response to the **RFP No. SBI/RMD/2025-26/AKM/02** dated **21.11.2025**. This should contain only indicative Price Bid strictly on the lines of **Appendix-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 rate per day per resource for Category code CON-R1-AS only in the price bid. Per day per resource rate of all other categories will be derived by multiplying the price quoted for CON-R1-AS with the price co-efficient of respective category which is mentioned in indicative price bid (**Appendix – F**)
- (b) The Bidder should quote for the entire package on a single responsibility basis for Services it proposes to provide.
- (c) While submitting the Technical Bid, literature on the Services should be segregated and kept together in one section.
- (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) It is mandatory for all the Bidders to have class-III Digital Signature Certificate (DSC) (in the name of person who will sign the Bid) from any of the licensed certifying agency to participate in this RFP. DSC should be in the name of the authorized signatory. It should be in corporate capacity (that is in Bidder capacity).
- (g) Bids are liable to be rejected if only one Bid (i.e. Technical Bid or Indicative Price Bid) is received.
- (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 digitally 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
- (m) Bidder(s) should prepare and submit their online Bids well in advance before the prescribed date and time to avoid any delay or problem during the bid submission process. The Bank shall not be held responsible for any sort of delay or the difficulties faced by the Bidder(s) during the submission of online Bids.
- (n) Bidder(s) should ensure that the Bid documents submitted should be free from virus and if the documents could not be opened, due to virus or otherwise, during Bid opening, the Bid is liable to be rejected
- (o) The Bank reserves the right to reject Bids not conforming to above.

#### **11. DEADLINE FOR SUBMISSION OF BIDS:**

- i. Bids must be submitted online on portal of e-Procurement agency by the date and time mentioned in the “Schedule of Events”.
- ii. The Bidder shall submit the original Bank Guarantee/ Demand draft/Bankers cheque for EMD, original Demand Draft/Bankers cheque for Tender Fee with their respective enclosures and seal it in an envelope and mark the envelope as “Technical Bid”. The said envelope shall clearly bear the name of the project and name and address of the Bidder. In addition, the last date for bid submission should be indicated on the right and corner of the envelope. The original documents should be submitted within the bid submission date and time for the RFP at the address mentioned in SI No 1 of Schedule of Events, failing which Bid will be treated as non-responsive.
- iii. In the event of the specified date for submission of Bids being declared a holiday for the Bank, the Bids will be received upto the appointed time on the next working day.
- iv. In case the Bank extends the scheduled date of submission of Bid document, the Bids shall be submitted by the time and date rescheduled. All rights and obligations of the Bank and Bidders will remain the same.

#### **12. MODIFICATION AND WITHDRAWAL OF BIDS:**

- i. The Bidder may modify or withdraw its Bid after the Bid’s submission, provided modification, including substitution or withdrawal of the Bids, is received on e-



procurement portal, prior to the deadline prescribed for submission of Bids.

- ii. No modification in the Bid shall be allowed, after the deadline for submission of Bids.
- iii. No Bid shall be withdrawn in the interval between the deadline for submission of Bids and the expiration of the period of Bid validity specified in this RFP. Withdrawal of a Bid during this interval may result in the forfeiture of EMD submitted by the Bidder.

**13. PERIOD OF BID VALIDITY AND VALIDITY OF PRICE QUOTED IN REVERSE AUCTION (RA):**

- i. Bid shall remain valid for duration of 6 calendar months from Bid submission date
- ii. Price quoted by the Bidder in Reverse auction shall remain valid for duration of 6 calendar months from the date of conclusion of RA.
- iii. In exceptional circumstances, the Bank may solicit the Bidders' consent to an extension of the period of validity. The request and the responses thereto shall be made in writing. A Bidder is free to refuse the request. However, in such case, the Bank will not forfeit its EMD. However, any extension of validity of Bids or price will not entitle the Bidder to revise/modify the Bid document.
- iv. Once Purchase Order or Letter of Intent is issued by the Bank or empanelment contract is entered, the said price will remain fixed for the entire Contract period, for multiple and different work steams which will be allocated in due course under different POs and shall not be subjected to variation on any account, including exchange rate fluctuations, if applicable. A Bid submitted with an adjustable price quotation will be treated as non-responsive and will be rejected.

**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 the Bank. The Bidders shall be deemed to license, and grant all rights to the Bank, to reproduce the whole or any portion of their Bid document for the

purpose of evaluation and to disclose the contents of submission for regulatory and legal requirements.

#### **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. The technical Bids will be opened in the presence of representatives of the Bidders who choose to attend the same on portal of e-Procurement agency. However, Bids may be opened even in the absence of representatives of one or more of the Bidders.
- ii. In the first stage, only technical Bid will be opened and evaluated. Bids of such Bidders satisfying eligibility criteria and agree to comply with all the terms and conditions specified in the RFP will be evaluated for technical criteria/specifications/eligibility. Only those Bids complied with technical criteria shall become eligible for indicative price Bid opening and further RFP evaluation process.
- iii. The Bank will examine the Bids to determine whether they are complete, required formats have been furnished, the documents have been properly signed, EMD and Tender Fee for the desired amount and validity period is available and the Bids are generally in order. The Bank may, at its discretion waive any minor non-conformity or irregularity in a Bid which does not constitute a material deviation.
- iv. Prior to the detailed evaluation, the Bank will determine the responsiveness of each Bid to the RFP. For purposes of these Clauses, a responsive Bid is one, which conforms to all the terms and conditions of the RFP in toto, without any deviation.
- v. The Bank's determination of a Bid's responsiveness will be based on the contents of the Bid itself, without recourse to extrinsic evidence.
- vi. After opening of the technical Bids and preliminary evaluation, some or all the Bidders may be asked to make presentations on the Service proposed to be offered by them.
- vii. If a Bid is not responsive, it will be rejected by the Bank and will not subsequently be made responsive by the Bidder by correction of the non-conformity.

#### **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 along with supporting documents to the Bank
- ii. During evaluation and comparison of Bids, the Bank may, at its discretion ask the Bidders for clarification on the Bids received. The request for clarification shall be in writing and no change in prices or substance of the Bid shall be sought, offered or permitted. No clarification at the initiative of the Bidder shall be entertained after bid submission date.

## **17. EVALUATION OF INDICATIVE PRICE BIDS AND FINALIZATION:**

The indicative Price Bid of only those Bidders, who are short-listed after technical evaluation as per appendix C, would be opened

- i. 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.
- ii. 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.
- iii. The Bidder will be selected as L1 on the basis of net total of the price evaluation as quoted in the Reverse Auction.
- iv. The successful Bidder is required to provide price confirmation and price breakup strictly on the lines of **Appendix-F** within 48 hours of conclusion of the Reverse Auction, failing which Bank may take appropriate action.
- v. Errors, if any, in the price breakup format will be rectified as under:
  - (a) If there is a discrepancy between the unit price and total price which is obtained by multiplying the unit price with quantity, the unit price shall prevail and the total price shall be corrected unless it is a lower figure. If the Bidder does not accept the correction of errors, the Bid will be rejected.
  - (b) If there is a discrepancy in the unit price quoted in figures and words, the unit price in figures or in words, as the case may be, which corresponds to the total Bid price for the Bid shall be taken as correct.

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

#### **18. CONTACTING THE BANK:**

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

#### **19. AWARD CRITERIA AND AWARD OF CONTRACT:**

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

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

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

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

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

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

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

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

i. **Verification of local content** *<Department to choose any one of the below depending on estimated cost>*

The ‘Class-I local supplier’/ ‘Class-II local supplier’ at the time of submission of bid shall be required to provide self-certification as per **Appendix-N** that the product or service offered meets the minimum local content requirement for ‘Class-I local supplier’/ ‘Class-II local supplier’ as the case may be and shall give details of location(s) at which the local value addition is made. *<Applicable where estimated cost of procurement is up to Rs. 10 crores >*

- i. The Bidders will be eligible only if they provide quotes for all the categories of resources.
- ii. The methodology to arrive at L1, L2, L3 and L4 Bidders is provided as below:
  - a. Price per day per resource for category code **CON-R1-AS** will be quoted by the Bidder. The price per day per resource of the other categories will be derived based on the price co-efficient factor for respective category as provided in **Appendix - F**.
  - b. A floor price will be fixed by the Bank. The bidder who first reaches the floor price or who is the closest to floor price will be adjudged as L1 Bidder.
  - c. The auction will end in case any bidder reaches the floor price. The second least bidder will be L2, third least bidder will be L3 and fourth least bidder will be L4.
  - d. Contract will be awarded between L1, L2, L3 and L4 bidders in such a way that the total value of orders placed on L1, L2, L3 and L4 during the agreement period will be in the ratio of 40:30:20:10.
  - e. An offer will be made to L2, L3 and L4 Bidders to match the price quoted by the L1 and in case, L2, L3 and/or L4 refuse to accept the said offer, offer will be made to L5 and so on.

- f. In case, any of the bidder fails to match the price offered by L1 for L4 position or no bidder qualifies for L4 position, the share of L4 bidder i.e. 10% will be equally distributed between L3 and L2.
  - g. In case, any of the bidder fails to match the price offered by L1 for L3 position or no bidder qualifies for L3 position, then the workstreams will be equally distributed between L1 and L2.
  - h. Further, in the event, any of the bidder fails to match the price offered by L1 for L2 position or no bidder qualifies for L2 position, Bank may decide to award the entire contract to L1.
  - i. The Bank will endeavor to maintain the above specified ratio amongst the successful Bidder(s) (L1/L2/L3/L4 as the case may be) over the Contract period. However, in case any successful Bidder(s) is unable to provide the requisite resources time to time as specified in the respective Purchase Orders in accordance with the terms and conditions of this RFP, then the Bank shall have right to avail Services from other successful Bidder(s). In such a scenario the value of such requisite resources which were not provided by the Bidder will be considered under the Service Provider(s) who was unable to provide the service for calculation of the award ratio.
  - j. If the any of the successful Bidders (L1/L2/L3/L4 as the case may be) withdraw from the Contract at any point of time after on-boarding of resources by the Bank, then the share of such Bidder(s) will be equally distributed amongst other remaining successful Bidder(s).
  - k. Bank will endeavor to empanel minimum of three firms at L1 price. Bank will ensure that during any Financial year the share of any empaneled consulting firm should not exceed 40% of the monetary value of the overall engagement assignment, applicable in case of multiple assignments.
  - l. Bank will conduct periodic performance review of empaneled firms, the review will help bank assess individual empaneled firm performance and their area of strength. Based on the review and also keeping in mind any contingent/urgent requirement of bank, Bank will have right to reallocate the work allocation ratio among the empaneled firms. However, such allocation will be subjected to the cap 40% of the monetary value of the overall engagement assignment during any financial year for any individual empaneled firms, applicable in case of multiple assignments.
- iii. In case, the Bank requires resources of any category which is not mentioned in **Appendix– E**, rates of such new categories may be discovered in future by way of floating a closed RFP amongst the successful bidders (L1/L2/L3/L4 as the case may be) during the tenure of the Contract.
  - iv. Total cost of Services along with cost of all items specified in Appendix-F would be the Total Cost of Ownership (TCO)/Total Project cost and should be quoted by the Bidder(s) in indicative price bid and reverse auction.
  - v. Bank will notify successful Bidder 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.

- vi. The successful Bidder will have to submit Non-disclosure Agreement, Bank Guarantee for the amount and validity as desired in this RFP and strictly on the lines of format given in appendix-H of this RFP together with acceptance of all terms and conditions of RFP.
- vii. Copy of board resolution and power of attorney (POA wherever applicable) showing that the signatory has been duly authorized to sign the acceptance letter, contract and NDA should be submitted.
- viii. The successful Bidder shall be required to enter into a Contract with the Bank strictly on the lines of format given in appendix- G within 30 days from issuance of letter for empanelment or within such extended period as may be decided by the Bank.
- ix. Till execution of a formal contract, the RFP, along with the Bank's notification of award by way of issuance of purchase order and Service Provider's acceptance thereof, would be binding contractual obligation between the Bank and the successful Bidder.
- x. Failure of the successful Bidder to comply with the requirements/terms and conditions of this RFP shall constitute sufficient grounds for the annulment of the award and forfeiture of the EMD and/or BG.
- xi. Upon notification of award to the successful Bidder, the Bank will promptly notify the award of contract to the successful Bidder on the Bank's website. The EMD of each unsuccessful Bidder will be discharged and returned.

## **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 involves extra cost. Any agreed difference in cost occasioned by such variation shall be added to or deducted from the contract price as the case may be.

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

#### **21. WAIVER OF RIGHTS:**

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

#### **22. CONTRACT AMENDMENT:**

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 as specified in Award Criteria and Award of Contract, without incurring any liability to the affected Bidder or Bidders or any obligation to inform the affected Bidder or Bidders of the grounds for the Bank's action.



## **24. BANK GUARANTEE:**

- i. Performance security in form of Bank Guarantee [BG] for the amount with validity period as specified in this RFP strictly on the format at **Appendix-G** is to be submitted by the finally selected Bidder (s). The BG has to be issued by a Scheduled Commercial Bank other than SBI and needs to be submitted within the specified time of receipt of formal communication from the Bank about their Bid finally selected. In case, SBI is the sole Banker for the Bidder, a Letter of Comfort from SBI may be accepted.
- ii. The Bank Guarantee is required to protect the interest of the Bank against the risk of non-performance of Service Provider in respect of successful implementation of the project and/or failing to perform / fulfil its commitments / obligations in respect of providing Services as mentioned in this RFP; or breach of any terms and conditions of the RFP, which may warrant the invoking of Bank Guarantee.
- iii. Bank at its sole discretion may ask for Bank Guarantee for each project / individual assignment / work stream allotted to empanelled firms Total amount for Such a performance Bank guarantee will be 10% of the Purchase Order.
- iv. In such cases BG should be valid for a minimum period of 06 months or the tenure of the project plus three months period whichever is higher, from the effective date of the PO for individual works stream.

## **25. PENALTIES:**

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

## **26. RIGHT TO VERIFICATION:**

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

## **27. RIGHT TO AUDIT:**

- i. The Selected Bidder (Service Provider) shall be subject to annual audit by internal/ external Auditors appointed by the Bank/ inspecting official from the Reserve Bank of India or any regulatory authority, covering the risk parameters finalized by the Bank/ such auditors in the areas of Services provided to the Bank and Service Provider is required to submit such certification by such

Auditors to the Bank. Service Provider and or his / their outsourced agents / sub – contractors (if allowed by the Bank) shall facilitate the same. The Bank can make its expert assessment on the efficiency and effectiveness of the security, control, risk management, governance system and process created by Service Provider. Service Provider shall, whenever required by the Auditors, furnish all relevant information, records/data to them. All costs for such audit shall be borne by the Bank. Except for the audit done by Reserve Bank of India or any statutory/regulatory authority, the Bank shall provide reasonable notice not less than 7 (seven) days to Service Provider before such audit and same shall be conducted during normal business hours.

- ii. Where any deficiency has been observed during audit of Service Provider on the risk parameters finalized by the Bank or in the certification submitted by the Auditors, Service Provider shall correct/resolve the same at the earliest and shall provide all necessary documents related to resolution thereof and the auditor shall further certify in respect of resolution of the deficiencies. The resolution provided by Service Provider shall require to be certified by the Auditors covering the respective risk parameters against which such deficiencies have been observed.
- iii. Service Provider further agrees that whenever required by the Bank, it will furnish all relevant information, records/data to such auditors and/or inspecting officials of the Bank/Reserve Bank of India and/or any regulatory authority(ies). The Bank reserves the right to call for and/or retain any relevant information /audit reports on financial and security review with their findings undertaken by Service Provider. However, Service Provider shall not be obligated to provide records/data not related to Services under the Agreement (e.g. internal cost breakup etc.).
- iv. Service provider shall grants unrestricted and effective access to a) data related to the outsourced activities; b) the relevant business premises of the service provider; subject to appropriate security protocols, for the purpose of effective oversight use by the Bank, their auditors, regulators and other relevant Competent Authorities, as authorised under law.

## **28. SUBCONTRACTING:**

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

## **29. VALIDITY OF AGREEMENT:**

The Agreement/ SLA will be valid for the period of 5 years. The Bank reserves the right to terminate the Agreement as per the terms of RFP/ Agreement.

### 30. LIMITATION OF LIABILITY:

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

For the purpose of clause 30iii)(b) **“Gross Negligence” means** any act or failure to act by a party which was in reckless disregard of or gross indifference to the obligation of the party under this Agreement and which causes injury, damage to life, personal safety, real property, harmful consequences to the other party, which such party knew, or would have known if it was acting as a reasonable person, would result from such act or failure to act for which such Party is legally liable. Notwithstanding the foregoing, Gross Negligence shall not include any action taken in good faith.

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

### 31. CONFIDENTIALITY:

Confidentiality obligation shall be as per Non-disclosure agreement and clause 14 of Service Level Agreement placed as Appendix-I to this RFP.

### **32. DELAY IN SERVICE PROVIDER'S PERFORMANCE:**

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

### **33. SERVICE PROVIDER'S OBLIGATIONS:**

- i. Service Provider is responsible for and obliged to conduct all contracted activities in accordance with the Contract using state-of-the-art methods and economic principles and exercising all means available to achieve the performance specified in the Contract.
- ii. Service Provider is obliged to work closely with the Bank's staff, act within its own authority and abide by directives issued by the Bank from time to time and complete implementation activities.
- iii. Service Provider will abide by the job safety measures prevalent in India and will free the Bank from all demands or responsibilities arising from accidents or loss of life, the cause of which is Service Provider's negligence. Service Provider will pay all indemnities arising from such incidents and will not hold the Bank responsible or obligated.
- iv. Service Provider is responsible for activities of its personnel or sub-contracted personnel (where permitted) and will hold itself responsible for any misdemeanours.
- v. Service Provider shall treat as confidential all data and information about the Bank, obtained in the process of executing its responsibilities, in strict confidence and will not reveal such information to any other party without prior written approval of the Bank as explained under 'Non-Disclosure Agreement' in

**Appendix-J** of this RFP.

- vi. Service Provider shall report the incidents, including cyber incidents and those resulting in disruption of service and data loss/ leakage immediately but not later than one hour of detection.
- vii. The Service Provider agrees to comply with the obligations arising out of the Digital Personal Data Protection Act, 2023, as and when made effective. Any processing of Personal Data by the Service Providers in the performance of this Agreement shall be in compliance with the above Act thereafter. The Service Provider shall also procure that any sub-contractor (if allowed) engaged by it shall act in compliance with the above Act, to the extent applicable. The Service Provider understands and agrees that this agreement may have to be modified in a time bound manner to ensure that the provisions contained herein are in compliance with the above Act

**34. INTELLECTUAL PROPERTY RIGHTS AND OWNERSHIP:**

- i. Service Provider agrees that all data or information supplied by the Bank to Service Provider and/or the consultancy team in connection with the provision of Services by it shall remain the property of the Bank or its licensors.
- ii. Any licensed material used by Service Provider for performing Services or developing Work Product for the Bank, Service Provider should have right to use as well as right to license for the outsourced services. The Bank shall not be liable for any license or IPR violation on the part of Service Provider.
- iii. Subject to clause 34 (iv) and 34 (v) of this RFP, Service Provider shall, at its own expenses without any limitation, indemnify and keep fully and effectively indemnified the Bank against all costs, claims, damages, demands, expenses and liabilities of whatsoever nature arising out of or in connection with all claims of infringement of Intellectual Property Rights, including patent, trademark, copyright, trade secret or industrial design rights of any third party arising from the Services or use of Work Product or any part thereof in India or abroad under this RFP
- iv. The Bank will give (a) notice to Service Provider of any such claim without delay/provide reasonable assistance to Service Provider in disposing of the claim; (b) sole authority to defend and settle such claim and; (c) will at no time admit to any liability for or express any intent to settle the claim provided that (i)

Service Provider shall not partially settle any such claim without the written consent of the Bank, unless such settlement releases the Bank fully from such claim, (ii) Service Provider shall promptly provide the Bank with copies of all pleadings or similar documents relating to any such claim, (iii) Service Provider shall consult with the Bank with respect to the defense and settlement of any such claim, and (iv) in any litigation to which the Bank is also a party, the Bank shall be entitled to be separately represented at its own expenses by counsel of its own selection.

- v. Service Provider shall have no obligations with respect to any infringement claims to the extent that the infringement claim arises or results from: (i) Service Provider's compliance with the Bank's specific technical designs or instructions (except where Service Provider knew or should have known that such compliance was likely to result in an infringement claim and Service Provider did not inform the Bank of the same); or (ii) any unauthorized modification or alteration of the Work Product by the Bank.
- vi. All Work Product prepared by the Service Provider in performing the Services shall become and remain the sole and exclusive property of the Bank and all Intellectual Property Rights in such Work Product shall vest with the Bank. Any Work Product, of which the ownership or the Intellectual Property Rights do not vest with the Bank under law, shall automatically stand assigned to the Bank as and when such Work Product is created and Service Provider agrees to execute all papers and to perform such other acts as the Bank may deem necessary to secure its rights herein assigned by Service Provider. The Work Product shall not be used for any purpose other than intended under the scope of work, without prior written consent of the Bank
- vii. In the event that Service Provider integrates any work that was previously created by Service Provider into any Work Product, Service Provider shall grant to, and the Bank is hereby granted, a worldwide, royalty-free, perpetual, irrevocable license to utilize the incorporated items, including, but not limited to, any and all copyrights, patents, designs, trade secrets, trademarks or other Intellectual Property Rights, in connection with the Work Product.

### **35. LIQUIDATED DAMAGES:**

If Service Provider fails to deliver and perform any or all the Services within the stipulated time, schedule as specified for the respective project/ Purchase Order, the Bank may, without prejudice to its other remedies under the RFP/Agreement, and unless otherwise extension of time is agreed upon without the application of liquidated damages, deduct from the respective Purchase Order Value, as liquidated damages a sum equivalent to 0.5% of the respective Purchase Order Value for delay of each week or part thereof maximum up to

5% of the said Purchase Order Value. Once the maximum deduction is reached, the Bank may consider termination of the respective Purchase Order and/or the Agreement.

### **36. CONFLICT OF INTEREST:**

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

purposes of this Clause, indirect shareholding held through one or more intermediate persons shall be computed as follows: (aa) where any intermediary is controlled by a person through management control or otherwise, the entire shareholding held by such controlled intermediary in any other person (the "Subject Person") shall be taken into account for computing the shareholding of such controlling person in the Subject Person; and (bb) subject always to sub-clause (aa) above, where a person does not exercise control over an intermediary, which has shareholding in the Subject Person, the computation of indirect shareholding of such person in the Subject Person shall be undertaken on a proportionate basis; provided, however, that no such shareholding shall be reckoned under this sub-clause (bb) if the shareholding of such person in the intermediary is less than 26% of the subscribed and paid up equity shareholding of such intermediary; or

- (b) a constituent of such Bidder is also a constituent of another Bidder; or
  - (c) such Bidder, its Member or any Associate thereof receives or has received any direct or indirect subsidy, grant, concessional loan or subordinated debt from any other Bidder, its Member or Associate, or has provided any such subsidy, grant, concessional loan or subordinated debt to any other Bidder, its Member or any Associate thereof; or
  - (d) such Bidder has the same legal representative for purposes of this Bid as any other Bidder; or
  - (e) such Bidder, or any Associate thereof, has a relationship with another Bidder, or any Associate thereof, directly or through common third party/ parties, that puts either or both of them in a position to have access to each other's information about, or to influence the Bid of either or each other; or
  - (f) there is a conflict among the proposed project and other consulting assignments of the Bidder (including its personnel and Sub-consultant) and any subsidiaries or entities controlled by such Bidder or having common controlling shareholders. The duties of the Bidder will depend on the circumstances of each case. While providing consultancy services to the Bank for this particular assignment, Bidder shall not take up any assignment that by its nature will result in conflict with the present assignment; or
  - (g) a Bidder who has been engaged by the Bank to provide goods or works or services for a project, and its Members or Associates, will be disqualified from providing consulting services for the same project save and except as provided herein; conversely, a firm hired to provide consulting services for the preparation or implementation of a project, and its Members or Associates, will be disqualified from subsequently providing goods or works or services related to the same project.
- iii. For the purposes of this RFP, Associate means, in relation to the Bidder, a person who controls, is controlled by, or is under the common control with such



Bidder (the “Associate”). As used in this definition, the expression “control” means, with respect to a person which is a company or corporation, the ownership, directly or indirectly, of more than 50% (fifty per cent) of the voting shares of such person, and with respect to a person which is not a company or corporation, the power to direct the management and policies of such person by operation of law or by contract.

- iv. A Bidder eventually appointed to provide consultancy services for this Project, and its Associates, shall be disqualified from subsequently providing goods or works or services related to the Project and any breach of this obligation shall be construed as Conflict of Interest; provided that the restriction herein shall not apply after a period of 5 (five) years from the completion of this assignment or to consulting assignments granted by the Bank at any time; provided further that this restriction shall not apply to consultancy/ advisory services performed for the Bank in continuation of this Consultancy or to any subsequent consultancy/ advisory services performed for the Bank in accordance with the respective RFP or proposals.

### **37. CODE OF INTEGRITY AND DEBARMENT/BANNING:**

- i. The Bidder and their respective officers, employees, agents and advisers shall observe the highest standard of ethics during the bidding Process. Notwithstanding anything to the contrary contained herein, the Bank shall reject Bid without being liable in any manner whatsoever to the Bidder if it determines that the Bidder has, directly or indirectly or through an agent, engaged in corrupt/fraudulent/coercive/undesirable or restrictive practices in the bidding Process.
- ii. Bidders are obliged under code of integrity to Suo-moto proactively declare any conflicts of interest (pre-existing or as and as soon as these arise at any stage) in RFP process or execution of contract. Failure to do so would amount to violation of this code of integrity.
- iii. Any Bidder needs to declare any previous transgressions of such a code of integrity with any entity in any country during the last three years or of being debarred by any other procuring entity. Failure to do so would amount to violation of this code of integrity.
- iv. For the purposes of this clause, the following terms shall have the meaning hereinafter, respectively assigned to them:
  - (a) **“corrupt practice”** means making offers, solicitation or acceptance of bribe, rewards or gifts or any material benefit, in exchange for an unfair

advantage in the procurement process or to otherwise influence the procurement process or contract execution;

- (b) **“Fraudulent practice”** means any omission or misrepresentation that may mislead or attempt to mislead so that financial or other benefits may be obtained or an obligation avoided. This includes making false declaration or providing false information for participation in a RFP process or to secure a contract or in execution of the contract;
- (c) **“Coercive practice”** means harming or threatening to harm, persons or their property to influence their participation in the procurement process or affect the execution of a contract;
- (d) **“Anti-competitive practice”** means any collusion, bid rigging or anti-competitive arrangement, or any other practice coming under the purview of the Competition Act, 2002, between two or more bidders, with or without the knowledge of the Bank, that may impair the transparency, fairness and the progress of the procurement process or to establish bid prices at artificial, non-competitive levels;
- (e) **“Obstructive practice”** means materially impede the Bank’s or Government agencies investigation into allegations of one or more of the above mentioned prohibited practices either by deliberately destroying, falsifying, altering; or by concealing of evidence material to the investigation; or by making false statements to investigators and/or by threatening, harassing or intimidating any party to prevent it from disclosing its knowledge of matters relevant to the investigation or from pursuing the investigation; or by impeding the Bank’s rights of audit or access to information;

**v. Debarment/Banning**

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

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

Whenever a Vendor is found lacking in performance, in case of less frequent and less serious misdemeanors, the vendors may be put on a holiday listing (temporary debarment) for a period upto 12 (twelve) months. When a Vendor is on the holiday listing, he is neither invited to bid nor are his bids considered

for evaluation during the period of the holiday. The Vendor is, however, not removed from the list of empaneled vendors, if any. Performance issues which may justify holiday listing of the Vendor are:

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

**(b) Debarment from participation including removal from empanelled list**

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

- i. Without prejudice to the rights of the Bank under 37" *CODE OF INTEGRITY AND DEBARMENT/BANNING " sub-clause (i) hereinabove*, if a Bidder is found by the Bank to have directly or indirectly or through an agent, engaged or indulged in any corrupt/fraudulent/coercive/undesirable or restrictive practices during the bidding Process, such Bidder shall not be eligible to participate in any EOI/RFP issued by the Bank during a period of 2 (two) years from the date of debarment.
- ii. Vendor fails to abide by the terms and conditions or to maintain the required technical/operational staff/equipment or there is change in its production/service line affecting its performance adversely, or fails to cooperate or qualify in the review for empanelment;
- iii. If Vendor ceases to exist or ceases to operate in the category of requirements for which it is empaneled;
- iv. Bankruptcy or insolvency on the part of the vendor as declared by a court of law; or
- v. Banning by Ministry/Department/SEBI/RBI or any other Government agency;
- vi. Other than in situations of force majeure, technically qualified Bidder withdraws from the procurement process or after being declared as

successful bidder: (i) withdraws from the process; (ii) fails to enter into a Contract; or (iii) fails to provide performance guarantee or any other document or security required in terms of the RFP documents;

- vii. If the Central Bureau of Investigation/CVC/C&AG or Vigilance Department of the Bank or any other investigating agency recommends such a course in respect of a case under investigation;
- viii. Employs a Government servant or the Bank's Officer within two years of his retirement, who has had business dealings with him in an official capacity before retirement; or
- ix. Any other ground, based on which the Bank considers, that continuation of Contract is not in public interest.
- x. If there is strong justification for believing that the partners/directors/proprietor/agents of the firm/company has been guilty of violation of the code of integrity or Integrity Pact (wherever applicable), evasion or habitual default in payment of any tax levied by law; etc.

**(c) Banning from Ministry/Country-wide procurements**

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

**38. TERMINATION FOR DEFAULT:**

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

Prior to providing a written notice of termination to Service Provider under clause 38 (i) (a) to 38 (i) (c), the Bank shall provide Service Provider with a written notice of 30 (thirty) days to cure such breach of the Agreement/ respective Purchase Order. If the breach continues or remains unrectified after

expiry of cure period, the Bank shall have right to initiate action in accordance with above clause.

Notwithstanding anything contrary contained in this RFP/Agreement, the Bank may cancel the respective Purchase Order immediately by giving written notice to Service Provider, if Service Provider fails to meet the delivery schedule/timelines as defined in schedule of events of RFP

- ii. In the event the Bank terminates the Contract/ respective Purchase Order in whole or in part for the breaches attributable to Service Provider, the Bank may procure, upon such terms and in such manner as it deems appropriate, Services similar to those undelivered, and subject to limitation of liability clause of this RFP Service Provider shall be liable to the Bank for any increase in cost for such similar Services. However, Service Provider shall continue performance of the Contract to the extent not terminated.
- iii. If the Contract is terminated under any termination clause, Service Provider shall handover all documents/ executable/ Bank's data or any other relevant information to the Bank in timely manner and in proper format as per scope of this RFP and shall also support the orderly transition to another vendor or to the Bank.
- iv. During the transition, Service Provider shall also support the Bank on technical queries/support on process implementation.
- v. The Bank's right to terminate the Contract will be in addition to the penalties / liquidated damages and other actions as specified in this RFP.
- vi. In the event of failure of Service Provider to render the Services or in the event of termination of Agreement/ respective Purchase Order or expiry of term or otherwise, without prejudice to any other right, the Bank at its sole discretion may make alternate arrangement for getting the Services contracted with another vendor. In such case, the Bank shall give prior notice to the existing Service Provider. The existing Service Provider shall continue to provide services as per the terms of the Agreement until a 'New Service Provider' completely takes over the work. During the transition phase, the existing Service Provider shall render all reasonable assistance to the new Service Provider within such period prescribed by the Bank, at no extra cost to the Bank, for ensuring smooth switch over and continuity of services, provided where transition services are required by the Bank or New Service Provider beyond the term of this Agreement/ respective Purchase Order, reasons for which are not attributable to Service Provider, payment shall be made to Service Provider for such additional period on the same rates and payment terms as specified in this Agreement. If existing Service Provider is breach of this obligation, they

shall be liable for paying a penalty of 10% of the respective Purchase Order on demand to the Bank, which may be settled from the payment of invoices or Bank Guarantee for the contracted period or by invocation of Bank Guarantee.

### **39. FORCE MAJEURE:**

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

### **40. TERMINATION FOR INSOLVENCY:**

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

#### **41. TERMINATION FOR CONVENIENCE:**

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

#### **42. DISPUTES / ARBITRATION**

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

#### **43. GOVERNING LANGUAGE:**

The governing language shall be English.

#### **44. APPLICABLE LAW:**

The Contract shall be interpreted in accordance with the laws of the Union of India.

#### **45. TAXES AND DUTIES:**

- i. Service Provider shall be liable to pay all corporate taxes and income tax that shall be levied according to the laws and regulations applicable from time to time in India and the price Bid by Service Provider shall include all such taxes in the quoted price.

- ii. Prices quoted should be exclusive of all Central / State Government taxes/duties and levies but inclusive of all corporate taxes. The quoted prices and taxes/duties and statutory levies such as GST etc. should be specified in the separate sheet **(Appendix- F)**.
- iii. Only specified taxes/ levies and duties in the **Appendix-F** will be payable by the Bank on actuals upon production of original receipt wherever required. If any specified taxes/ levies and duties in **Appendix-F** are replaced by the new legislation of Government, same shall be borne by the Bank. The Bank shall not be liable for payment of those Central / State Government taxes, levies, duties or any tax/ duties imposed by local bodies/ authorities, which are not specified by the Bidder in **Appendix-F**
- iv. Prices payable to Service Provider as stated in the Contract shall be firm and not subject to adjustment during performance of the Contract, irrespective of reasons whatsoever, including exchange rate fluctuations.
- v. Income / Corporate Taxes in India: The Bidder shall be liable to pay all corporate taxes and income tax that shall be levied according to the laws and regulations applicable from time to time in India and the price Bid by the Bidder shall include all such taxes in the contract price.
- vi. Parties shall fulfil all their respective compliance requirements under the GST law. This shall include (but not be limited to):
  - (a) Bank shall pay GST amount after verifying the details of invoice on GSTR 2B on GSTN portal.
  - (b) In case any credit, refund or other benefit is denied or delayed to the Bank due to any non-compliance of GST Laws by the vendor including but not limited to, failure to upload the details of invoice or any other details of the supply of goods or services, as the case may be, as required under GST Law on the appropriate government's goods and services tax network portal, the failure to pay applicable GST to the Government or due to non-furnishing or furnishing of incorrect or incomplete documents by the party, vendor would reimburse the loss to the Bank including, but not limited to, any tax loss or denial of credit, interest and penalty and reasonable fee for contesting the demand. Amount payable under this clause shall survive irrespective of termination of agreement if the demand pertains to the agreement period.



- (c) In case of any tax demand or denial of ITC or refund or any other benefit by the GST authorities, both the parties may mutually decide whether to contest the matter. In case, it is decided to contest the matter, the vendor is required to deposit the disputed demand including interest and penalty proposed with the other party without waiting for the outcome of the legal proceeding. In case the matter is finally decided in favour of the other party, the other party is required to refund the amount received from the defaulting party without any interest.
- vii. All expenses, stamp duty and other charges/ expenses in connection with the execution of the Agreement including its addendum/ amendment as a result of this RFP process shall be borne by Service Provider. The Agreement/ Contract including its addendum/ amendment would be stamped as per Maharashtra Stamp Act, 1958 and any amendment thereto.

#### **46. TAX DEDUCTION AT SOURCE:**

- i. Wherever the laws and regulations require deduction of such taxes at the source of payment, the Bank shall effect such deductions from the payment due to Service Provider. The remittance of amounts so deducted and issuance of certificate for such deductions shall be made by the Bank as per the laws and regulations for the time being in force. Nothing in the Contract shall relieve Service Provider from his responsibility to pay any tax that may be levied in India on income and profits made by Service Provider in respect of this Contract.
- ii. Service Provider's staff, personnel and labour will be liable to pay personal income taxes in India in respect of such of their salaries and wages as are chargeable under the laws and regulations for the time being in force, and Service Provider shall perform such duties in regard to such deductions thereof as may be imposed on him by such laws and regulations.
- iii. Bank will deduct TDS at applicable rate while making payment under GST Act 2017 and Income Tax Act 1961.

#### **47. 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

#### **48. EXEMPTION OF EMD AND TENDER FEE:**

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

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

**Bidders may please note:**

- i. NSIC certificate/ Udyog Aadhar Memorandum should cover the items tendered to get EMD/tender fee exemptions. Certificate/ Memorandum should be valid as on due date / extended due date for Bid submission.
- ii. "Start-up" company should enclose the valid Certificate of Recognition issued by Department for Promotion of Industry and Internal Trade (DPIIT), (erstwhile Department of Industrial Policy and Promotion), Ministry of Commerce & Industry, Govt. of India with the technical bid.
- iii. \*Start-ups which are not under the category of MSE shall not be eligible for exemption of tender fee.
- iv. Bidder who solely on its own, fulfils each eligibility criteria condition as per the RFP terms and conditions and who are having MSE or Start-up company status, can claim exemption for EMD/ tender fee.
- v. If all these conditions are not fulfilled or supporting documents are not submitted with the technical Bid, then all those Bids without tender fees /EMD will be summarily rejected and no queries will be entertained.

**49. NOTICES:**

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

## **Part-II**

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

Date: \_\_\_\_\_

To:

Deputy General Manager,  
Basel & HR  
State Bank of India,  
3<sup>rd</sup> Floor, Mafatlal Centre  
Nariman Point, Mumbai, 400 021  
Maharashtra, India

Dear Sir,

**Ref: RFP No. SBI/RMD/2025-26/AKM/02 dated 21.11.2025**

~~~~~

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

i. While submitting this Bid, we certify that:

- The undersigned is authorized to sign on behalf of the Bidder and the necessary support document delegating this authority is enclosed to this letter.
- We declare that we are not in contravention of conflict of interest obligation mentioned in this RFP.
- 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.
- We have quoted for all the services/items mentioned in this RFP in our indicative price Bid.

- 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.
- ii. We undertake that, in competing for (and, if the award is made to us, in executing) the above contract, we will strictly observe the laws against fraud and corruption in force in India namely “Prevention of Corruption Act 1988”.
- iii. We undertake that we will not offer, directly or through intermediaries, any bribe, gift, consideration, reward, favour, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any official of the Bank, connected directly or indirectly with the bidding process, or to any person, organisation or third party related to the contract in exchange for any advantage in the bidding, evaluation, contracting and implementation of the contract.
- iv. We undertake that we will not resort to canvassing with any official of the Bank, connected directly or indirectly with the bidding process to derive any undue advantage. We also understand that any violation in this regard, will result in disqualification of bidder from further bidding process.
- v. It is further certified that the contents of our Bid are factually correct. We have not sought any deviation to the terms and conditions of the RFP. We also accept that in the event of any information / data / particulars proving to be incorrect, the Bank will have right to disqualify us from the RFP without prejudice to any other rights available to the Bank.
- vi. We certify that while submitting our Bid document, we have not made any changes in the contents of the RFP document, read with its amendments/clarifications provided by the Bank.
- vii. We agree to abide by all the RFP terms and conditions, contents of Service Level Agreement as per template available at **Appendix-I** of this RFP and the rates quoted therein for the orders awarded by the Bank up to the period prescribed in the RFP, which shall remain binding upon us.
- viii. On acceptance of our technical bid, we undertake to participate in Reverse auction by way of login in Reverse auction tool. In case of declaration as successful Bidder on completion of Reverse auction process, we undertake to complete the formalities as specified in this RFP.
- ix. 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.

- x. Till execution of a formal contract, the RFP, along with the Bank's notification of award by way of issuance of empanelment letter/ purchase order and our acceptance thereof, would be binding contractual obligation on the Bank and us.
- xi. 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.
- xii. We hereby certify that our name does not appear in any "Caution" list of RBI / IBA or any other regulatory body for outsourcing activity.
- xiii. We hereby certify that no regulatory action has been initiated by Regulators (including SEBI, RBI etc..) or pending against us. We undertake to disclose all the regulatory action initiated by Regulators (including SEBI, RBI etc.), even if final decision is pending.
- xiv. We hereby certify that on the date of submission of Bid for this RFP, we do not have any past/ present litigation which adversely affect our participation in this RFP or we are not under any debarment/blacklist period for breach of contract/fraud/corrupt practices by any Scheduled Commercial Bank/ Public Sector Undertaking/ State or Central Government or their agencies/departments. We also certify that we have not been disqualified / debarred / terminated on account of poor or unsatisfactory performance and/or blacklisted by any Scheduled Commercial Bank / Public Sector Undertaking / State or Central Government or their Agencies / Departments at any time, during the last 3 years.
- xv. We hereby certify that on the date of submission of Bid, we do not have any Service Level Agreement pending to be signed with the Bank for more than 6 months from the date of issue of purchase order.
- xvi. We hereby certify that we have read the clauses contained in O.M. No. 6/18/2019-PPD, dated 23.07.2020 order (Public Procurement No. 1), order (Public Procurement No. 2) dated 23.07.2020 and order (Public Procurement No. 3) dated 24.07.2020 along with subsequent Orders and its amendment thereto regarding restrictions on procurement from a bidder of a country which shares a land border with India. We further certify that we are not from such a country or if from a country, has been registered with competent authority (where applicable evidence of valid certificate to be attached). We certify that we fulfil all the requirements in this regard and is eligible to participate in this RFP.

- xvii. If our Bid is accepted, we undertake to enter into and execute at our cost, when called upon by the Bank to do so, a contract in the prescribed form and we shall be solely responsible for the due performance of the contract.
- xviii. We, further, hereby undertake and agree to abide by all the terms and conditions stipulated by the Bank in the RFP document.

Dated this ..... day of ..... 2020

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(Signature)

(Name)

(In the capacity of)

Duly authorised to sign Bid for and on behalf of

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**Seal of the company.**

## **Appendix-B**

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

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

| <b>S. No.</b> | <b>Eligibility Criteria</b>                                                                                                                                                                                                                                                      | <b>Compliance (Yes/No)</b> | <b>Documents to be submitted</b>                                                                                                                                           |
|---------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| 1.            | The Bidder must be an Indian Company/ LLP /Partnership firm registered under applicable Act in India.                                                                                                                                                                            |                            | Certificate of Incorporation issued by Registrar of Companies and full address of the registered office along with Memorandum & Articles of Association/ Partnership Deed. |
| 2             | The Bidder must comply with the requirements contained in O.M. No. 6/18/2019-PPD, dated 23.07.2020 order (Public Procurement No. 1), order (Public Procurement No. 2) dated 23.07.2020 and order (Public Procurement No. 3) dated 24.07.2020 and amendment thereto               |                            | Bidder should specifically certify in <b>Appendix A</b> in this regard and provide copy of registration certificate issued by competent authority wherever applicable.     |
| 3.            | The Bidder must have an average annual turnover of minimum Rs.50 crore for Indian company and Rs 500 crores (Global) for MNC during last 03 (three) financial year(s) i.e. FY 2022-23, 2023-24 and FY 2024-25.<br><b>This criterion is relaxed if bidder is a Start-up firm.</b> |                            | Copy of the audited financial statement for required financial years. (Certificate from statutory auditor for preceding current year may be submitted.)                    |
| 4.            | The Bidder should be profitable organization on the basis of profit before tax (PBT) for at least 02                                                                                                                                                                             |                            | Copy of the audited financial statement along with profit and loss statement for corresponding                                                                             |



|    |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            |  |                                                                                                                                                                                                                                           |
|----|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
|    | (two) out of last 03 (three) financial years mentioned in para 3 above.<br><b>This criterion is relaxed if bidder is a Start-up firm.</b>                                                                                                                                                                                                                                                                                                                                                                                  |  | years and / or Certificate of the statutory auditor.                                                                                                                                                                                      |
| 5. | The Bidder must have a positive Net Worth during last 03 (three) financial year(s) ) i.e. FY 2022-23, 2023-24 and FY 2024-25.<br><b>This criterion is relaxed if bidder is a Start-up firm.</b>                                                                                                                                                                                                                                                                                                                            |  | Copy of the audited financial statement along with profit and loss statement for corresponding years and / or Certificate of the statutory auditor.                                                                                       |
| 6  | Bidder should have experience of minimum three years with deployment of at least 25 resources in providing similar consulting Services in each of the years. Similar services will include Enterprise Risk Management and related Risk advisory focused on Banking on turn-key basis, T&M basis or any other model. Bidder should have experience of minimum 03 years in providing the Services in field of Enterprise Risk Management as on 31.03.2025.<br><b>This criterion is relaxed if bidder is a Start-up firm.</b> |  | Copy of the order and / or Certificate of completion of the work.                                                                                                                                                                         |
| 7  | The Bidder should either be Class-I or Class-II local supplier as defined under this RFP.                                                                                                                                                                                                                                                                                                                                                                                                                                  |  | Certificate of local content to be submitted as per <b>Appendix-N</b> .                                                                                                                                                                   |
| 8. | Client references for whom the Bidder has provided similar services as per the format provided in <b>Appendix L</b> .<br><br>Client references and contact details (email/ landline/ mobile) of customers for whom the Bidder has executed similar projects in India.                                                                                                                                                                                                                                                      |  | References from at least three clients in Scheduled Commercial Banks / PSUs/ India based foreign Bank/NBFC/ Government Undertaking companies.<br>Bidder should specifically confirm on their letter head in this regard as per Appendix-L |

|     |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     |  |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 |
|-----|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
|     | (Start and End Date of the Project to be mentioned) in the past (At least 03 client references are required)                                                                                                                                                                                                                                                                                                                                                                                        |  |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 |
| 9   | Certification Requirements Bidder should have minimum 15 staff on payroll with FRM/PRM certification. Agile and Six Sigma certifications or demonstrated project experience as desirable qualifications for technical evaluation criteria.                                                                                                                                                                                                                                                          |  | Copy of the Valid Certificate(s) to be provided                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 |
| 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 related to services being procured under this RFP or infringement of any third party Intellectual Property Rights by prospective Bidder or disputes among Bidder's board of directors, liquidation, bankruptcy, insolvency cases or cases for debarment/blacklisting for breach of contract/fraud/corrupt practices by any Scheduled Commercial Bank/ Public Sector Undertaking / State or Central Government or their agencies/ departments or any such similar cases, if any are to be given on Company's letter head. |
| 11. | Bidders should not be under debarment/blacklist period for breach of contract/ fraud/ corrupt practices by any Scheduled Commercial Bank/ Public Sector Undertaking/ State or Central Government or their agencies/ departments on the date of submission of bid for this RFP and also certify that they have not been disqualified /debarred /terminated on account of poor or unsatisfactory performance and/or blacklisted by any Scheduled Commercial Bank/ Public Sector Undertaking/ State or |  | Bidder should specifically certify in <b>Appendix A</b> in this regard.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |

|     |                                                                                                                                                                                                                                                                                                                                                                                                                                                              |  |                                                                                                                   |
|-----|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--|-------------------------------------------------------------------------------------------------------------------|
|     | Central Government or their Agencies / Departments at any time, during the last 3 years.                                                                                                                                                                                                                                                                                                                                                                     |  |                                                                                                                   |
| 12. | The Bidder should not have any Service Level Agreement pending to be signed with the Bank for more than 6 months from the date of issue of purchase order.                                                                                                                                                                                                                                                                                                   |  | Bidder should specifically certify on their letter head in Appendix A in this regard.                             |
| 13. | Bidder should have experience of minimum 10 years in providing the Consultancy Services in field of Risk Management.<br><b>This criterion is relaxed if bidder is a Start-up firm.</b>                                                                                                                                                                                                                                                                       |  | Copy of the order and / or Certificate of completion of the work.                                                 |
| 14. | Bidder should have undertaken consultancy project for risk management and its implementation, of at least two Banks /Financial Institutions (with minimum balance sheet size of Rs 2,00,000 crores) during past three years.<br><b>This criterion is relaxed if bidder is a Start-up firm.</b>                                                                                                                                                               |  | Client Certificate/ Appointment letter issued by the relevant organization clearly indicating the period covered. |
| 15. | Bidder should have a fully functional (equipped with all necessary resources, staff and processes to independently carry out all business operations efficiently) office in India for at least last five years (as on 31.03.2025) and Country Head should be stationed in India. If Bidder is a Start-up firm, Bidder should have a fully functional office in India for at least two year (as on 31.03.2025) and Country Head should be stationed in India. |  | Self-declaration / constitution certificate / Firm Card                                                           |
| 16. | a) Bidder should have minimum 5 partners (Qualifying Partners), and at least 10 employees having experience in Risk Management (Qualifying Employees) (as on 31.03.2025).                                                                                                                                                                                                                                                                                    |  | Constitution Certificate issued by ICAI/ Self-declaration in case applicant firm is not registered with ICAI.     |

|     |                                                                                                                                                                                                                                                                                                               |  |                                                                                                  |
|-----|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--|--------------------------------------------------------------------------------------------------|
|     | b) All Qualifying partner and Qualifying Employee must be associated with the firm for a period not less than two year as on 31.03.2025 c) Engagement manager should have been for a minimum of three years with the firm as on 31.03.2025.<br><b>This criterion is relaxed if bidder is a Start-up firm.</b> |  |                                                                                                  |
| 17. | The Bidders should disclose all the regulatory action initiated by Regulators (including SEBI, RBI etc.), even if final decision is pending.                                                                                                                                                                  |  | Bidder should specifically certify in Appendix-A in this regard.                                 |
| 18. | The Bidder should have experience of working in at least 60 percent of the Risk Related areas mentioned in Scope of work                                                                                                                                                                                      |  | Self-declaration along with reference to Projects wherein work has been done in the quoted areas |

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.

**Relaxation in eligibility criteria for Start-ups are mentioned in SI No 3,4,5,6,13,14,16 in table above are subject to their meeting of quality and technical specifications.**  
**Bidder (if a Start-up firm) to note the following:**

#### **I. Startup Definition:**

As defined by Department of Policy & Promotion (DIPP) an entity shall be considered as a start-up '-

- (a) Up to ten years from the date of its incorporation,
- (b) If its turnover for any of the financial years has not exceeded Rs.100 crore (Rupees Hundred Crore)
- (c) It is working towards innovation, development, deployment or commercialisation of new products, processes or services driven by technology or intellectual property.

(d) Provided further that in order to obtain benefits a start-up so identified under the above definition shall be required to obtain a certificate of an eligible business from the Inter-Ministerial Board of Certification.”

**II. Document to be Submitted:**

- a) Registration/Incorporation Certificate(s) or any other valid documents as proof.
- b) Startup Certificate issued by Department for promotion of industry and internal trade (DPIIT),(erstwhile Department of Industrial Policy and Promotion), Ministry of Commerce and Industry, Govt of India, valid as on the date of bid submission is to be submitted in technical bid for availing relaxation available to Startups.

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

**Name & Signature of authorised signatory**

**Seal of Company**

## Appendix-C

### TECHNICAL ELIGIBILITY CRITERION

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

|                                                    |
|----------------------------------------------------|
| <b>Qualification criteria and their weightages</b> |
|----------------------------------------------------|

Part (a) The parameters used in qualification criteria and their weightages are as follows:

| Sl. No. | Parameters                                                | Max Marks | Criteria                  | Marks                                                                                         |
|---------|-----------------------------------------------------------|-----------|---------------------------|-----------------------------------------------------------------------------------------------|
| 1       | <b>Past Experience of the consultant (track record)</b>   | <b>60</b> |                           |                                                                                               |
|         | <b>* Number of years' relevant experience</b>             | 15        | <10 years                 | 0                                                                                             |
|         |                                                           |           | =10 years                 | 10                                                                                            |
|         |                                                           |           |                           | Additional 1 mark for each additional year of experience subject to total score of 15 marks   |
|         | <b>* Past experience of assignments of similar nature</b> | 15        | < 2 completed assignments | 0                                                                                             |
|         |                                                           |           | =2 completed assignments  | 7                                                                                             |
|         |                                                           |           |                           | Additional 1 mark for each additional completed assignment subject to total score of 15 marks |
|         | <b>Assignment in the Banking Sector</b>                   | 10        | < 2 completed assignments | 0                                                                                             |
|         |                                                           |           | =2 completed assignments  | 7                                                                                             |

|   |                                                                                                                                                                                                                                  |              |                                                 |                                                                                                                          |
|---|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------|-------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------|
|   |                                                                                                                                                                                                                                  |              |                                                 | Additional 1 mark for each additional completed assignment subject to total score of 10 marks                            |
|   | <b>Risk related assignment carried out in overseas jurisdiction</b><br><br>(Assignment carried out in overseas jurisdiction" should be limited to assignments in USA, Europe, Australia, Hong Kong, Singapore, China and Japan). | 10           | 1 completed assignment                          | 5<br><br>Additional 2.5 marks for each additional completed assignment subject to total score of 10 marks                |
|   | <b>No. of years the firm is operating in India as on 31.03.2025</b>                                                                                                                                                              | 10           | 5 years<br>=5 years                             | 0<br>5<br>Additional 1 mark for each additional year subject to total score of 10 marks                                  |
| 2 | <b>Man Power and qualifications-</b><br><b>No. of Partners in the firm</b>                                                                                                                                                       | 25<br><br>10 | < 5 Partners<br>=5 Partners                     | 0<br>5<br>Additional 1 mark for each additional partner subject to total score of 10 marks                               |
|   | <b>Relevant Experience Period of association of partner with the firm assigned for the project as on 31.03.2025.</b>                                                                                                             | 8            | < 2 years<br>=>2 to =5 years<br>> 5 to <6 years | 0<br>3<br>5<br>Additional 1 mark for each additional year of association with the firm subject to total score of 8 marks |
|   | <b>Relevant Experience Average association of the employees of the firm assigned for the project as 31.03.2025.</b>                                                                                                              | 7            | < 1 years<br>> 1 to <=2 years<br>>2 years       | 0<br>2<br>5                                                                                                              |

|   |                                                                                                                        |                |                                                                                                           |         |                                                   |         |                          |
|---|------------------------------------------------------------------------------------------------------------------------|----------------|-----------------------------------------------------------------------------------------------------------|---------|---------------------------------------------------|---------|--------------------------|
|   |                                                                                                                        |                | Additional 1 mark for each additional year of association with the firm subject to total score of 7 marks |         |                                                   |         |                          |
| 3 | Overall financial health of the consultant in terms of turnover, profitability and cash flow (liquid assets) situation | 15             |                                                                                                           |         |                                                   |         |                          |
|   | * Turnover figure for the last three consecutive years                                                                 | 10             | <b><u>For Domestic Firm</u></b>                                                                           |         |                                                   |         |                          |
|   |                                                                                                                        |                | Turnover                                                                                                  | 2022-23 | 2023-24                                           | 2024-25 | Average score of 3 Years |
|   |                                                                                                                        |                | <50 Cr                                                                                                    | 0       | 0                                                 | 0       | 0                        |
|   |                                                                                                                        |                | = >Rs.50 Cr to < Rs. 100 Cr                                                                               | 5       | 5                                                 | 5       | 5                        |
|   |                                                                                                                        | = > Rs. 100 Cr | 10                                                                                                        | 10      | 10                                                | 10      |                          |
|   |                                                                                                                        |                | <b><u>For MNC:</u></b>                                                                                    |         |                                                   |         |                          |
|   |                                                                                                                        |                | Turnover                                                                                                  | 2022-23 | 2023-24                                           | 2024-25 | Average score of 3 Years |
|   |                                                                                                                        |                | <500 Cr                                                                                                   | 0       | 0                                                 | 0       | 0                        |
|   |                                                                                                                        |                | = >Rs.500 Cr to < Rs. 750 Cr                                                                              | 5       | 5                                                 | 5       | 5                        |
|   |                                                                                                                        |                | = > Rs. 750 Cr                                                                                            | 10      | 10                                                | 10      | 10                       |
|   | Company making Profit after Tax (PAT) for last three years continuously.                                               | 5              | < 3 years                                                                                                 |         | 0                                                 |         |                          |
|   |                                                                                                                        |                | =3 years                                                                                                  |         | 3                                                 |         |                          |
|   |                                                                                                                        |                |                                                                                                           |         | Additional 1 mark for each additional year of PAT |         |                          |
|   | Total                                                                                                                  | 100            |                                                                                                           |         |                                                   |         |                          |



**Please note that firm scoring 70% or more in Part A will be eligible for further technical evaluation. Final qualification in technical evaluation will be based on the presentation and parameters as per part (C) of this appendix-C**

**Part (B)**

|                                                                           |
|---------------------------------------------------------------------------|
| <b>Details of Partners and Qualified Employees to be assigned for the</b> |
|---------------------------------------------------------------------------|

| Sl. No. | Name | Capacity (Partner / Employee) | Qualification (MBA / FRM / CA/Others) | Experience | Years With the Firm | Remark |
|---------|------|-------------------------------|---------------------------------------|------------|---------------------|--------|
|         |      |                               |                                       |            |                     |        |
|         |      |                               |                                       |            |                     |        |
|         |      |                               |                                       |            |                     |        |
|         |      |                               |                                       |            |                     |        |
|         |      |                               |                                       |            |                     |        |

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

| Key Personnel <sup>1</sup> | Responsibilities                              |
|----------------------------|-----------------------------------------------|
| Resources                  | Delivery of assigned tasks                    |
| Project Manager            | Project management                            |
| Program Manager            | Resource allocation and overall management    |
| Engagement Partner         | Partner in-charge of deliverables             |
| Senior Partner             | Relational management and strategic direction |

- (D) The proposed team shall be composed of experts and specialists (the “**Professional Personnel**”) in their respective areas of expertise and managerial/support staff (the “**Support Personnel**”) such that the Consultant should be able to complete the Consultancy within the specified time schedule. The Key Personnel shall be included in the proposed team of Professional Personnel. Other competent and experienced Professional Personnel in the relevant areas of expertise must be added as required for successful completion of this Consultancy. The proposed team engaged for the project should have minimum experience of 2 year(s) and acceptable to the Bank. The CV of each such Professional Personnel, if any, should also be submitted.

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

- (E) The Bank will examine the CVs of all other Professional Personnel and those not found suitable shall be replaced by the Applicant to the satisfaction of the Bank.

**Part (C)**

**Parameters for Technical Evaluation**

**Technical Evaluation would be on following parameters:**

| <b>Sl. No.</b> | <b>Parameters</b>                                          | <b>Maximum Marks</b> | <b>Criteria</b>                                                                                                  |
|----------------|------------------------------------------------------------|----------------------|------------------------------------------------------------------------------------------------------------------|
| 1              | Consultancy Firm's relevant experience                     | 10                   | Experience of the Personnel / Employees assigned for the proposed project.                                       |
| 2              | <b>Methodology</b>                                         | <b>50</b>            | Presentation and interaction with Personnel/ Employees<br>Presentation and interaction with Personnel/ Employees |
|                | <b>Sub parameter</b>                                       |                      |                                                                                                                  |
|                | <b>Understanding of Scope</b>                              | <b>10</b>            |                                                                                                                  |
|                | Acceptability and detailing of methodology and work plan   | <b>30</b>            |                                                                                                                  |
|                | Innovation                                                 | <b>5</b>             |                                                                                                                  |
|                | Impact Management and solutions for reduction of Risk      | <b>5</b>             |                                                                                                                  |
| 3              | <b>Suitability of key professionals</b>                    | <b>30</b>            | Presentation and interaction with Personnel/ Employees                                                           |
|                | Educational qualification                                  | <b>10</b>            |                                                                                                                  |
|                | Professional experience in the required area of assignment | <b>20</b>            |                                                                                                                  |
| 4              | Training Methodology / Bench Strength                      | <b>10</b>            | Strategy for Knowledge Sharing and Bench Strength                                                                |
|                | <b>Total</b>                                               | <b>100</b>           |                                                                                                                  |

Assignment of marks will be done based on division of range into 4 slabs of ratings, for all parameters as follows:

| <b>Sl. No.</b> | <b>% Marks</b>         | <b>Grade</b>   |
|----------------|------------------------|----------------|
| 1              | 100%                   | Very Good      |
| 2              | Below 100 & upto 90 %  | Good           |
| 3              | below 90% and upto 80% | Satisfactory   |
| 4              | Below 80%              | Unsatisfactory |

**Consultancy firm scoring 80% or more will be evaluated on the basis of Commercial Price Bid.**

**Please note that all proposed team members earmarked to handle project should be available for presentation & interaction.**

Appendix: C part (a) score + part (c) score is normalized to  $(100+100)/2=100$  will be considered for evaluation subject of scoring of minimum stipulated score of 70% in Appendix: C part (a) and 80% in part (c).

**Name & Signature of authorised signatory**

**Seal of Company**

**Appendix-D**

### Bidder Details

#### Details of the Bidder

| S. No. | Particulars                                                                                                                                                                             | Details |
|--------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------|
| 1.     | Name                                                                                                                                                                                    |         |
| 2.     | Date of Incorporation and / or commencement of business                                                                                                                                 |         |
| 3.     | Certificate of incorporation                                                                                                                                                            |         |
| 4.     | Brief description of the Bidder including details of its main line of business                                                                                                          |         |
| 5.     | Company website URL                                                                                                                                                                     |         |
| 6.     | Company Pan Number                                                                                                                                                                      |         |
| 7.     | Company GSTIN Number                                                                                                                                                                    |         |
| 8.     | Particulars of the Authorized Signatory of the Bidder<br>a) Name<br>b) Designation<br>c) Address<br>d) Phone Number (Landline)<br>e) Mobile Number<br>f) Fax Number<br>g) Email Address |         |
| 9      | Details for EMD Refund (applicable only if EMD is directly credited in designated account):-<br>a) Account No.<br>b) Name of account holder<br>c) Name of Bank<br>d) IFSC Code          |         |

**Name & Signature of authorised signatory**

**Seal of Company**

## Appendix-E

### Scope of Work and Payment Schedule

Scope of work is to discover and put in place a rate contract for engaging empaneled consultancy firms unit resources on Time & Material (T&M) basis for deployment at Bank departments to deliver to Bank's satisfaction the various workstreams which would be allotted by Bank as per its requirement. Such resources will be of the leading consultancy firms empaneled under this RFP at Risk Management Department, Corporate Centre, State Bank of India. The target unit resources have been bucketed based on post qualification experience in terms of qualification and numbers of years of experience. Resources have been categorized under four buckets detailed under in the Table A

#### **A. CATEGORIZATION OF RESOURCES REQUIRED BY BANK UNDER TIME AND MATERIAL BASIS**

| S. No | Category Code | Role | Experience                 | Qualification                                                                                                                                                                                                                                                                                                                                                              | Skill-Set / Work Domain                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     |
|-------|---------------|------|----------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| 1     | CON-R1-AS     | R1   | Associate (exp. 0-3 years) | BTech (NIT, IIT), MSc (Statistics/OR), MBA & PGDM (Top 50 B-School), CA, FRM, PRM, CFA, Any other graduate with banking experience                                                                                                                                                                                                                                         | <ul style="list-style-type: none"> <li>Enterprise Risk</li> <li>Credit Risk</li> <li>Operational Risk</li> <li>Market Risk</li> <li>Liquidity Risk</li> <li>ICAAP</li> <li>Basel Implementation</li> <li>Risk appetite</li> <li>ECL (Ind- AS)</li> <li>Risk solution implementation</li> <li>Risk Modelling</li> <li>Risk based performance</li> <li>AI/ML modeling</li> <li>Stress testing</li> <li>Climate Change Risk</li> <li>Capital modelling / VaR</li> <li>Country Risk</li> <li>Risk Policy / Framework</li> </ul> |
| 2     | CON-R2-JR     | R2   | Junior (exp. 3-7 years)    |                                                                                                                                                                                                                                                                                                                                                                            |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             |
| 3     | CON-R3-MM     | R3   | Middle (exp. 7-10 years)   |                                                                                                                                                                                                                                                                                                                                                                            |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             |
| 4     | CON-R4-SR     | R4   | Senior (exp. + 10 years)   | Experience with Leading Banks / NBFC / Rating Agencies / Leading Consultancy (Risk & Strategy) / Risk and Finance OEM (Oracle, SAS, Sunguard, IBM, Mysis, Temenos, FICO), Academics Research / Scholars (PHD, Mphil, FPM) <ul style="list-style-type: none"> <li>R1: 0 – 2 Years</li> <li>R2: 2- 4 Years</li> <li>R3: 4- 7 Years</li> <li>R4: 7 Years and Above</li> </ul> |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             |

**B.** The Bank will award Contract to successful Bidder(s) as specified in Clause 19 of Part I to provide IT resources on T&M basis during the Contract period. The period of Contract will be for 5 (five) years from the effective date of Contract.

| SI No | Requirements                    | Detail                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               |
|-------|---------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| 1     | Description of Services / Scope | <p>Tentative requirement of the Bank for first three years of the Contract period has been provided in the indicative price bid (<b>Appendix – F</b>). Requirement for 4<sup>th</sup> and 5<sup>th</sup> year may likely be in-line with the tentative requirement of Year 3.</p> <p>The required resources are broadly divided into various categories as detailed above in <b>Appendix – E</b>. The resources need not have all the skill sets mentioned under each category. The specific requirement of skill sets under each category will be mentioned in the respective PO and to be provided by the Service Provider. Any such PO will be placed for respective category of resources detailing the tentative deployment period each resource</p> <p>The Bidder shall provide a single point of contact for purpose of co-ordination for all the resources supplied by the Bidder</p> <p>Purchase Order will be placed from time to time as per the Bank's requirement.</p> <p>The Service Provider shall co-ordinate and arrange for conducting interview by the Bank either in person or through VC / Skype of the resource in a time bound manner.</p> <p>The interview of the resources before joining and thereafter on replacements /addition will be done by the Bank's internal committee and the decision of Bank to onboard the resource will be final and binding on the Service Provider.</p> <p>The Bank will provide either workstation or desktop and software reasonably required for the Service Provider's resources to perform the Services on site at the Bank's facilities.</p> <p>Biometrics of resources may be captured at the time of onboarding for the purpose of attendance.</p> <p>Any additional specific information regarding required skill sets or experience will be mentioned in the Purchase Order.</p> |



|   |                             |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     |
|---|-----------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
|   |                             | <p><b>MIS Report Generation requirement</b></p> <p>A monthly report is to be provided by the SPOC regarding the resources deployed during the month.</p> <p><b>Performance Requirements</b></p> <p>The resources hired by the Bank shall consistently meet 80% of the KRA requirement. The KRAs are broadly divided in the following categories:</p> <ol style="list-style-type: none"> <li>Quality of job – 50%</li> <li>Adherence to mutually agreed timelines – 30%</li> <li>Ability to work in a team – 20%</li> </ol> <p>The Bank may review and revise the KRAs from time to time and the same will be communicated to the successful Bidder.</p> <p>The resources will be initially assessed on monthly basis for the two months from the date of on-boarding. Subsequently, the resources will be assessed in the months of September and March of respective financial year.</p> <p>The resources are expected to consistently achieve 80% of their KRA. In case, any resource achieves less than 80% of the KRA during the first two months (average KRA% of two months) or at any point during the subsequent assessment stages, the respective resource will be kept under observation for a period of one month. If the KRA during the observation period is also below 80%, notification for replacing the resource will be given to the bidder. The resource shall be replaced within a period of 60 days from the date of notice given by the Bank.</p> <p>Associated resources will be deployed as per the years of work experience in the respective category and may be upgraded to category with higher work experience as defined in this RFP during performance review in the month of March. However, the resources who have not completed six months of tenure from the date of on-boarding will not be considered for upgrade. The upgrade shall be solely on discretion of the Bank based on performance assessment made by the Bank.</p> |
| 2 | Description of Deliverables | <p>The resources will be required to perform work including but not limited to following:</p> <ul style="list-style-type: none"> <li>Enterprise Risk</li> <li>Credit Risk</li> <li>Operational Risk</li> <li>Market Risk</li> <li>Liquidity Risk</li> <li>ICAAP</li> <li>Basel Implementation</li> </ul>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            |

|   |                                                                           |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     |
|---|---------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
|   |                                                                           | <ul style="list-style-type: none"> <li>• Risk appetite</li> <li>• ECL (Ind- AS)</li> <li>• Risk solution implementation</li> <li>• Risk Modelling</li> <li>• Risk based performance</li> <li>• AI/ML modeling</li> <li>• Stress testing</li> <li>• Climate Change</li> <li>• Capital modelling / VaR</li> <li>• Country Risk</li> <li>• Risk Policy / Framework</li> <li>•</li> </ul> <p><b><u>Resources provided on T &amp; M basis should meet the minimum education and minimum post qualification experience criterion as detailed above Appendix-E</u></b></p> |
| 3 | Term of the Project – Project Schedule; Milestones and delivery locations | <p>The Bank will award Contract to successful Bidder(s) as specified in Clause 19 of Part I to provide resources on T&amp;M basis during the Contract period. The period of Contract will be for 5 (five) years from the effective date of Contract which may be reviewed annually by the Bank</p> <p>The Bank may time to time, based on its actual requirements issue separate Purchase Order(s) to successful Service Provider(s) for providing resources on T&amp;M basis and there is no minimum or prior commitment for such orders under this RFP</p>        |
| 4 | Regulatory / Compliance Requirements                                      | <i>To be defined as per project requirement.</i>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    |
| 5 | Security Requirement                                                      | Empanel firm resources need to follow bank ISD Department Information Security guidelines/practices / do and don't strictly                                                                                                                                                                                                                                                                                                                                                                                                                                         |
| 6 | Resource Discipline / Substitution                                        | <p>Prior approval of the Bank would be required in case resource is unable to attend office on time or leave early on a particular working day. In any case, the resource has to provide Services for a minimum of eight hours per working day excluding lunch/ dinner/ any refreshment break</p> <p>The Bank will not consider substitution of resources during the engagement period mentioned in respective PO unless for reasons such as death or medical incapacity or if the professional staff has left the Service Provider's organization.</p>             |

|   |                              |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |
|---|------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
|   |                              | <p>In case the resource is unable to work due to medical incapacity, a certificate is to be provided from a registered medical practitioner within a week of such incident.</p> <p>In case of substitution mandated due to death or medical incapacity (Emergency Events), a notification should be provided by the Service Provider within three days of such event. For the purpose of calculating the timelines for providing CV, arranging interview and on-boarding of resources, the PO receipt date mentioned in S.No 16 shall be replaced with the date of notification given to the Bank for Emergency Event(s).</p> <p>In case substitution is mandated due to resource leaving the Service Provider's organization, a notice period of two months along with minimum twice the CV of resource(s) to be substituted are to be provided to the Bank. No resource will be allowed to exit during the currency of the assignment allotted under the PO</p> <ul style="list-style-type: none"> <li>i. Placement of substitution resources has to be made at least one month before the date of the discharge of the resource leaving the work assigned by the Bank under respective PO.</li> <li>ii. The resource leaving the work assigned by the Bank under respective PO shall be required to adhere to transition and knowledge transfer requirement as specified in this RFP for at least a month.</li> <li>iii. The Bank will not make payment for the substitution resource during transition and knowledge transfer period.</li> <li>iv. In case the transition and knowledge transfer period of one month is completed before the completion of the notice period, then the existing resource can leave and payment will be made only for the substitution resource after the completion of transition and knowledge transfer period</li> </ul> |
| 7 | Payment schedule and pricing | <p>Calculation of pro-rata rate per hour per resource for deduction or additional payment will be derived by dividing the rate per day per resource by 8 hours.</p> <p><b>Illustration:</b></p> <p>Rate per day per resource = Rs 1,000<br/> Rate per hour per resource = <math>\text{Rs } 1,000 \div 8</math><br/> = Rs 125</p> <p>The resources provided will have to work on all working days of the Bank for eight hours per day, excluding lunch/ dinner/ any refreshment break, in any shift as specified in Purchase</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |

|  |  |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               |
|--|--|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
|  |  | <p>Order. If necessary, they may also be required to work beyond normal working hours of respective shift and on Holidays / Sundays depending on exigencies of the work for which additional payment would be made on pro-rata basis.</p> <p><b>Illustration:</b><br/> Rate per day per resource = Rs 1,000<br/> Rate per hour per resource = <math>\text{Rs } 1,000 \div 8</math><br/> = Rs 125</p> <p>No. of days worked in a month including Holidays/Sundays (8 hours/day) = 24</p> <p>Total no. of additional hours worked beyond 8 hours/day during the month = 3 hours</p> <p>No. of hours worked on Holidays/Sundays (&lt; 8 hours/day) = 4 hours</p> <p>Total payable for the month = <math>\text{Rs } 1,000 \times 24 + \text{Rs.}125 \times 3 + \text{Rs.}125 \times 4</math><br/> = Rs 24,875/-</p> <p>There will be a yearly increment on previous year rate for each category of resources which is linked to Cost inflation index (CII) as notified by the Govt. of India and capped at 5%.</p> <p><b>Illustration:</b><br/> Rate per day per resource of category CON-R1-AS in Year 1= Rs 15,000<br/> CII in Year 1 = 272<br/> CII in Year 2 = 280<br/> Change in CII = <math>(280-272/272)*100 = 2.94\%</math></p> <p>Therefore, rate per day per resource of category CON-R1-AS in Year 2 will be increased by 2.94% over the previous year's rate of Rs 15,000.</p> <p>In case, the resource reports late or leaves early during normal working days or does not attend office at all without prior approval of the Bank, then twice the rate per hour per resource of respective category of resource shall be deducted on pro-rata basis.</p> <p><b>Illustration:</b><br/> Rate per day per resource = Rs 1,000<br/> Rate per hour per resource = <math>\text{Rs } 1,000 \div 8</math><br/> = Rs 125</p> |
|--|--|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|

|  |  |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |
|--|--|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
|  |  | <p>No. of days worked in a month including Holidays/Sundays (8 hours/day) = 21</p> <p>No. of days not attended without prior approval of the Bank = 3</p> <p>Total no. of hours attended late or left early without prior approval of the Bank = 4 hours (out of the 21 days attended)</p> <p>Total payable for the month = Rs 1,000 x 21 - Rs.1,000 x 2 x 3 – Rs 125 x 2 x 4<br/>= Rs 14,250/-</p> <p>For the purpose of calculating payment on pro-rata basis for deduction or additional payment, part of an hour shall be considered as full hour</p> |
|--|--|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|

## Appendix-F

### Indicative Price Bid

The Price Bid needs to contain the information listed hereunder and needs to be submitted on portal of e-Procurement agency.

**Name of the Bidder:**

| S.No | Category Code | Tentative Quantity for Year 1 | Tentative Quantity for Year 2 | Tentative Quantity for Year 3 | Total for three years | Price Coefficient @ | Rate per day per resource (Rs) |
|------|---------------|-------------------------------|-------------------------------|-------------------------------|-----------------------|---------------------|--------------------------------|
| 1    | CON-R1-AS     | 16                            | 20                            | 24                            | 60                    | 1                   |                                |
| 2    | CON-R2-JR     | 16                            | 20                            | 24                            | 60                    | 1.25                |                                |
| 3    | CON-R3-MM     | 3                             | 3                             | 5                             | 18                    | 1.5                 |                                |
| 4    | CON-R4-SR     | 1                             | 2                             | 2                             | 6                     | 2                   |                                |

| Sr. No. | Type of services / Items/ Role | No of Resources | Rate per item/Per resource etc. (as applicable) | Total amount in Rs. | Proportion to Total Cost (in percentage) # |
|---------|--------------------------------|-----------------|-------------------------------------------------|---------------------|--------------------------------------------|
| 1.      | CON-R1-AS                      |                 |                                                 |                     |                                            |
| 2.      | CON-R2-JR                      |                 |                                                 |                     |                                            |
| 3.      | CON-R3-MM                      |                 |                                                 |                     |                                            |
| 4.      | CON-R4-SR                      |                 |                                                 |                     |                                            |
|         | Total Cost *                   |                 |                                                 |                     |                                            |

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

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

@ Category wise bid price should strictly follow the price coefficient in terms of rate quoted for CON-R1-AS Category code

The combined Share of R3 and R4 resource type should be capped at 10% in effort estimation until explicitly asked by Bank. This shall be the guiding principle for cost assessment for each work stream allotted to empanelled firms.

**Breakup of Taxes and Duties**

| Sr. No.            | Name of activity/Services                        | Tax 1               | Tax 2 | Tax 3 |
|--------------------|--------------------------------------------------|---------------------|-------|-------|
|                    |                                                  | Mention Name of Tax |       |       |
|                    |                                                  | GST%                |       |       |
| 1.                 | Provide resources "Associate level" on T&M basis |                     |       |       |
| 2.                 | Provide resources "Junior level" on T&M basis    |                     |       |       |
| 3.                 | Provide resources "Middle level" on T&M basis    |                     |       |       |
| 4.                 | Provide resources "Senior level" on T&M basis    |                     |       |       |
| <b>Grand Total</b> |                                                  |                     |       |       |

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

| Particulars                               | Indicative Price Bid Quote (INR) | Proportion to Total Cost 'G' (in %age) of indicative price bid | Final Price (INR) in reverse auction | Minimum final price should not be below (INR) | Maximum final price should not exceed (INR) |
|-------------------------------------------|----------------------------------|----------------------------------------------------------------|--------------------------------------|-----------------------------------------------|---------------------------------------------|
| <i>A</i>                                  | <i>B</i>                         | <i>C</i>                                                       | <i>D*</i>                            | <i>E</i><br>(95% of D)                        | <i>F</i><br>(105% of D)                     |
| Item 1                                    | 40                               | 17.39                                                          | 16                                   | 15.2                                          | 16.8                                        |
| Item 2                                    | 50                               | 21.74                                                          | 20                                   | 19                                            | 21                                          |
| Item 3                                    | 60                               | 26.09                                                          | 24                                   | 22.8                                          | 25.2                                        |
| Item 4                                    | 80                               | 34.78                                                          | 32                                   | 30.4                                          | 33.6                                        |
| <b>Grand Total<br/>(1 + 2 + 3 + 4)= G</b> | <b>230</b>                       | 100.00                                                         | 92                                   |                                               |                                             |

\* Ideal final price breakup based on final price of INR 92 quoted in the reverse auction.

@ Category wise bid price should strictly follow the price coefficient.

**Appendix-G**

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

1. THIS BANK GUARANTEE AGREEMENT executed at \_\_\_\_\_ this \_\_\_\_\_ day of \_\_\_\_\_ 201 by \_\_\_\_\_ (Name of the Bank) \_\_\_\_\_ having its Registered Office at \_\_\_\_\_ and its Branch at \_\_\_\_\_ (hereinafter referred to as "the Guarantor", which expression shall, unless it be repugnant to the subject, meaning or context thereof, be deemed to mean and include its successors and permitted assigns) IN FAVOUR OF State Bank of India, a Statutory Corporation constituted under the State Bank of India Act, 1955 having its Corporate Centre at State Bank Bhavan, Nariman Point, Mumbai and one of its offices at \_\_\_\_\_ (procuring office address), hereinafter referred to as "SBI" which expression shall, unless repugnant to the subject, context or meaning thereof, be deemed to mean and include its successors and assigns).
2. WHEREAS M/s \_\_\_\_\_, incorporated under \_\_\_\_\_ Act having its registered office at \_\_\_\_\_ and principal place of business at \_\_\_\_\_ (hereinafter referred to as "Service Provider/ Vendor" which expression shall unless repugnant to the context or meaning thereof shall include its successor, executor & assigns) has agreed to \_\_\_\_\_ (name of Service) (hereinafter referred to as "Services") to SBI in accordance with the Request for Proposal (RFP) No. SBI: SBI/RMD/2025-26/AKM/02 dated 21.11.2025
3. WHEREAS, SBI has agreed to avail the Services from Service Provider for a period of \_\_\_\_\_ year(s) subject to the terms and conditions mentioned in the RFP.
4. WHEREAS, in accordance with terms and conditions of the RFP/Purchase order/Agreement dated \_\_\_\_\_, Service Provider is required to furnish a Bank Guarantee for a sum of Rs. \_\_\_\_\_/- (Rupees \_\_\_\_\_ only) for due performance of the obligations of Service Provider in providing the Services, in accordance with the RFP/Purchase order/Agreement guaranteeing payment of the said amount of Rs. \_\_\_\_\_/- (Rupees \_\_\_\_\_ only) to SBI, if Service Provider fails to fulfill its obligations as agreed in RFP/Agreement.



5. WHEREAS, the Bank Guarantee is required to be valid for a total period of \_\_\_\_\_ months and in the event of failure, on the part of Service Provider, to fulfill any of its commitments / obligations under the RFP/Agreement, SBI shall be entitled to invoke the Guarantee.

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

**NOW THIS GUARANTEE WITNESSETH THAT**

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

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

- i. Any neglect or forbearance on the part of SBI to Service Provider or any indulgence of any kind shown by SBI to Service Provider or any change in the

terms and conditions of the Agreement or the Services shall not, in any way, release or discharge the Bank from its liabilities under this Guarantee.

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

**Notwithstanding anything contained herein above:**

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

**Yours faithfully,**

**For and on behalf of bank.**

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

**Appendix–H****Penalties**

| <b><u>S.No</u></b> | <b><u>Description</u></b>                                                                                                                                                                                                                                                                                  | <b><u>Penalties</u></b>                                                                                                                                                                                       |
|--------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| 1                  | The Bidder shall provide acknowledgement within 2 days from receipt of PO.                                                                                                                                                                                                                                 | 0.05% of PO Value for delay of per day or part thereof in providing acknowledgement subject to maximum upto 0.30%                                                                                             |
| 2                  | The Bidder shall provide PO acceptance within 7 days from date of receipt of PO.                                                                                                                                                                                                                           | 0.25% of PO Value for delay of per day or part thereof in providing acceptance subject to maximum upto 1.5%                                                                                                   |
| 3                  | The Bidder shall provide detailed CV specifying the professional experience of minimum of twice the number of resources required per category as per the PO within 21 days from the date of receipt of PO or within 7 days for submission of additional CVs as mentioned in S.No 16 of Schedule of Events. | 0.35% of PO Value for delay of per day or part thereof in providing any or all CVs subject to maximum upto 1.8%                                                                                               |
| 4                  | The resources have to report within 31-37 days from the date of finalization of the resources by the Bank or a later period that may be specified in the PO.                                                                                                                                               | 1.00% of PO Value for delay of per day or part thereof in onboarding of any or all resources subject to maximum upto 10.00%                                                                                   |
| 5                  | Provision of CVs and onboarding of substitute resources as specified in Clauses (o) of Scope of Work.                                                                                                                                                                                                      | The Liquidated Damages as mentioned in S.Nos 3 and 4 mentioned above will apply and total price agreed to be paid for resource to be substituted as per the PO only will be considered for calculation of LD. |

| <b><u>S.No</u></b> | <b><u>Description</u></b>                                        | <b><u>Penalties</u></b>                                                                         |
|--------------------|------------------------------------------------------------------|-------------------------------------------------------------------------------------------------|
| 1                  | Transition Penalty (Refer Part-1, point No 42 sub point no (vi). | 10% of the respective PO value under which the transition and knowledge transfer is to be done. |

**AGREEMENT FOR EMPLANELMENT AT RISK MANAGEMENT DEPARTMENT  
FOR PROVIDING RISK MANAGEMENT AND RELATED ADVISORY SERVICES  
ON TIME AND MATERIAL (T&M) BASIS**

**BETWEEN**

**STATE BANK OF INDIA**

**AND**

\_\_\_\_\_

**Date of Commencement** \_\_\_\_\_  
**Date of Expiry** \_\_\_\_\_

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This Agreement ("Agreement") is made at \_\_\_\_\_ (Place) on this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_.

BETWEEN

**State Bank of India**, constituted under the State Bank of India Act, 1955 having its Corporate Centre and Central Office at State Bank Bhavan, Madame Cama Road, Nariman Point, Mumbai-21 and having its Risk Management Department, at Mafatlal Centre, 3<sup>rd</sup> floor, Nariman Point, Mumbai-400021 through its \_ Risk Management Department hereinafter referred to as "**the Bank/ SBI**" which expression shall unless repugnant to the context or meaning thereof shall include its successors & assigns of the First Part;

AND

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

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

WHEREAS

- (i) The Bank is carrying on business in banking in India and overseas and desirous to avail services for \_\_\_\_\_;
- (ii) \_\_\_\_\_;
- (iii) \_\_\_\_\_; and
- (iv) Service Provider is in business of providing consultancy services and agreed to provide the services as may be required by the Bank mentioned in the Request for Proposal (RFP) No \_\_\_\_\_ dated \_\_\_\_\_ issued by the Bank along with its clarifications/

corrigenda, referred hereinafter as a “RFP” and same shall be part of this Agreement.

- (v) The Service Provider agrees and understand that this Agreement is for empanelment only and the Bank may issue respective Purchase Order based on actual requirements and there is no minimum commitment of quantity to be awarded under this Agreement by the Bank.

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

## **1. DEFINITIONS AND INTERPRETATION**

### **1.1 Definitions**

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

- 1.1.1 **“The Bank”** shall mean the State Bank of India (including domestic branches and foreign offices), Subsidiaries and Joint Ventures, where the Bank has ownership of more than 50% of voting securities or the power to direct the management and policies of such Subsidiaries and Joint Ventures. <Strike off whichever is not applicable>.
- 1.1.2 **“Confidential Information”** has the meaning set out in Section 9;
- 1.1.3 **“Consultancy Service(s)” or “Service(s)”** means all services, scope of work and deliverables to be provided by the Consultant/ Service Provider as described herein the Agreement.
- 1.1.4 **“Deficiencies”** shall mean defects arising from non-conformity with the mutually agreed specifications and/or failure or non-conformity in the Scope of the Services.

- 1.1.5 **“Deliverables/ Work Product”** shall mean all work product generated by Consultant solely or jointly with others in the performance of the Services, including, but not limited to, any and all information, notes, reports, material, drawings, records, diagrams, formulae, processes, technology, firmware, software, know-how, designs, ideas, discoveries, inventions, improvements, copyrights, trademarks and trade secrets.
- 1.1.6 **“Effective Date”** shall mean the date on which this Agreement takes effect.
- 1.1.7 **“Intellectual Property Rights”** shall mean and include (a) copyrights and all renewals thereof; (b) trademarks, trade names, service marks, service names, logos and corporate names, both primary and secondary, together with all goodwill associated therewith and including, without limitation, all translations, adaptations, combinations and derivations of each of the foregoing, (c) trade secrets and other confidential information (including proposals, financial and accounting data, business and marketing plans, customer and supplier lists and related information); (d) all other intellectual property, including but not limited to design rights, trade names, information technology, domain names; and (e) all registrations and applications for registration, extension or renewal filed anywhere in the world for each of the foregoing;
- 1.1.8 **“Total Project Cost”** means the price payable to Service Provider over the entire period of Agreement (i.e. Rs. \_\_\_\_\_ <in words>) for the full and proper performance of its contractual obligations
- 1.1.9 **“Purchase Order (PO)”** shall mean PO NO. \_\_\_\_\_ dated \_\_\_\_\_ issued to Service Provider.
- 1.1.10 **“Reports”** shall mean the reports, materials, presentations or other communications, written or otherwise, in draft or final form, provided by Service Provider in terms of this Agreement.



1.1.11 **“Request for Proposal (RFP)”** shall mean RFP NO. \_\_\_\_\_ dated \_\_\_\_\_ along with its clarifications/ corrigenda issued by the Bank time to time.

## 1.2 INTERPRETATION

In construing the Agreement:

- 1.1.1 Reference to a person includes any individual, firm, body corporate, association (whether incorporated or not) and authority or agency (whether government, semi government or local).
- 1.1.2 The singular includes the plural and vice versa.
- 1.1.3 Reference to any gender includes each other gender.
- 1.1.4 The provisions of the contents table, headings, clause numbers, italics, bold print and underlining is for ease of reference only and shall not affect the interpretation of this Agreement.
- 1.1.5 The Schedules, Annexures and Appendices to this Agreement shall form part of this Agreement.
- 1.1.6 A reference to any documents or agreements (and, where applicable, any of their respective provisions) means those documents or agreements as amended, supplemented or replaced from time to time provided they are amended, supplemented or replaced in the manner envisaged in the relevant documents or agreements.
- 1.1.7 A reference to any statute, regulation, rule or other legislative provision includes any amendment to the statutory modification or re-enactment or, legislative provisions substituted for, and any statutory instrument issued under that statute, regulation, rule or other legislative provision.
- 1.1.8 Any agreement, notice, consent, approval, disclosure or communication under or pursuant to this Agreement is to be in writing.
- 1.1.9 The terms not defined in this agreement shall be given the same meaning as given to them in the RFP. If no such meaning is given

technical words shall be understood in technical sense in accordance with the industrial practices.

## 2 COMMENCEMENT & TERM

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

2.2 This Agreement shall be in force for a period \_\_\_\_\_ year(s) from Effective Date, unless terminated by the Bank by notice in writing in accordance with the termination clauses of this Agreement.

2.3

2.4 Unless terminated earlier in accordance with this Agreement, the Agreement shall come to an end on completion of the term specified in the Agreement or on expiration of the renewed term.

## 3 SCOPE OF SERVICES

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

## 4 REPRESENTATIONS AND WARRANTIES

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

4.1.1 It has all requisite corporate power and authority to execute, deliver and perform its obligations under this Agreement and has been fully authorized through applicable corporate process to do so.

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

4.1.3 It has full right, title and interest in and to all software, copyrights, trade names, trademarks, service marks, logos symbols and other proprietary marks (collectively '**IPR**') (including appropriate limited right of use of those owned by any of its vendors, affiliates or subcontractors) which it provides to the other Party, for use related to the services to be provided under this Agreement.

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

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

#### **4.2 Additional Representation and Warranties by Service Provider**

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

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

4.2.3 Service Provider has valid and subsisting rights to all data, modules, components, designs, utilities, subsets, objects, programme listings, tools, models, methodologies, programmes, systems analysis frameworks, leading practices, and specifications sought to be used by it in relation to the provision of the Services.

4.2.4 Service Provider warrants that to the best of its knowledge, Services and Deliverables provided by Service Provider to the Bank do not violate or

infringe any patent, copyright, trademarks, trade secrets or other Intellectual Property Rights of any third party.

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

4.2.6 The team composition submitted in response to the RFP shall remain the same and shall not be altered later on in any manner. The Bank will not consider substitution of professional staff during the Agreement period unless both Parties to the Agreement agree that undue delay makes such substitution unavoidable or for reasons such as death or medical incapacity or if the professional staff has left the organization. Any proposed substitute shall have equivalent or better qualifications and experience than the original candidate and be submitted by the Consultant within the period of time specified by the Bank. Such substitution shall only be effected with prior written approval of the Bank.

4.2.7 Service Provider shall make all reasonable endeavors to provide the Services promptly and diligently, as provided under the terms of this Agreement. Service Provider also undertakes to make best efforts that no delays or disruption is caused in the execution or completion of the Services and that no additional costs are incurred by the Bank in relation to the Services. Service Provider agrees that it shall cause its Consultancy Team, including the Key Personnel, Professional personnel and support personnel to strictly adhere to the project plans/ scope of work and the standards.

4.2.8 Service Provider shall ensure that all persons, employees, workers and other individuals engaged by Service Provider or sub-contracted (if allowed) by Service Provider in rendering the services for this Agreement have undergone proper background check, police verification and other necessary due diligence checks to examine their antecedence and ensure their suitability for such engagement. No person shall be engaged by Service Provider unless such person is found to be suitable

in such verification and Service Provider shall retain the records of such verification and shall produce the same to the Bank as when requested.

**5 RESPONSIBILITIES OF THE BANK <For reference purpose only. User department can suitably amend the same according to project requirements>**

- 5.1 The Bank shall designate a competent employee or employees, preferably within senior management, to be responsible for the completion of the Services contemplated under this Agreement and the supervision of the implementation of the Project Plan ("Nodal Officer").
- 5.2 The Nodal Officer shall assist Service Provider in coordinating meetings/workshops with the relevant Heads of Departments and escalate issues/delays to the appropriate senior management and such Project Representative shall be Service Provider's primary point of contact for the purposes of this Agreement. All communications to Service Provider shall be made solely by the Nodal Officer, on behalf of the Bank.
- 5.3 The Bank shall actively participate in providing required inputs and assessments required by the Consultancy Team in providing the Services in terms of this Agreement and the implementation of the Project Plan and validate and provide its acceptance for all Reports on a timely basis, if such Reports are in a form and manner that is acceptable to the Bank.
- 5.4 The Bank shall make administrative arrangements for working space (including communication, access cards and other infrastructure) at the Risk Management Department, Corporate Centre, Air India Building, 7th Floor, Nariman Point, Mumbai-400021 for the Consultancy Team.
- 5.5 The Bank shall arrange for the Heads of the Departments to attend meetings for the purposes explaining the processes and controls of the relevant Department to the Consultancy Team.

5.6 The Bank shall provide Service Provider and the Consultancy Team access to relevant documents/manuals/records as may be reasonably requested and required by the Consultancy Team in relation to the provision of the Services contemplated in terms of this Agreement.

**6 RESPONSIBILITIES OF SERVICE PROVIDER** *<For reference purpose only.*

*User department can suitably amend the same according to project requirements>*

6.1 Consultancy Team- For the purposes of the Services contemplated in terms of this Agreement and for the effective implementation of the project plan, Service Provider agrees and undertakes to nominate the following:

6.1.1 \_\_\_\_\_ “Key Personnel” one of whom will be overall in-charge of the project and shall discharge his /her respective responsibilities. The Key Personnel should be working on the project from SBI location throughout the period of engagement; and

6.1.2 Another Key Person will act as the manager in respect of the provision of the Services contemplated in terms of this Agreement and the implementation of the Project Plan. This Key Personnel shall also be working on the project from SBI location throughout the period of engagement.

6.1.3 In addition to Key Personnel, the consultancy team shall comprise of experts and specialists (the “Professional Personnel”) in their respective areas of expertise and managerial/support staff (the “Support Personnel”) such that the Consultant should be able to complete the Consultancy within the specified time schedule.

6.2 A detailed list of all the members of the team, including the Key Personnel, Professional Personnel and Support Personnel (“**Consultancy Team**”) is set out in **Annexure C** hereto.

6.3 Service Provider agrees and undertakes that all the Key Personnel will be available for the entire duration of the project. Save and except as

provided in clause 4.2.6, the Bank will not consider any request for substitution of any member of the Consultancy Team.

6.4 Service Provider for itself and on behalf of members of the Consultancy Team hereby agrees to abide by the confidentiality obligations as set forth in this Agreement.

## **7 FEES, TAXES DUTIES AND PAYMENTS**

7.1 Service Provider shall be paid fees and charges in the manner detailed in hereunder, the same shall be subject to deduction of income tax thereon wherever required under the provisions of the Income Tax Act by the Bank. The remittance of amounts so deducted and issuance of certificate for such deductions shall be made by the Bank as per the laws and regulations for the time being in force. Nothing in the Agreement shall relieve Service Provider from his responsibility to pay any tax that may be levied in India on income and profits made by Service Provider in respect of this Agreement.

7.1.1 The Bank agrees to pay the fees as set out in **Annexure B** ("Fees") to Service Provider for the Services being rendered by it, in the manner set out in this Agreement.

7.1.2 The Parties agree that the Fees payable in respect of a stage shall be paid as per the detailed billing schedule set out in **Annexure B**.

7.1.3 The Parties agree that all Fees will be billed by and payable in Indian rupees at Mumbai. The Bank will pay properly submitted valid invoices within reasonable period but not exceeding 30 (thirty) days after its receipt thereof.

7.1.4 The Bank may withhold payment of any Services that it disputes in good faith, and may set-off penalty amount or any other amount which Service Provider owes to the Bank against amount payable to Service Provider under this Agreement. However, before levying penalty or recovery of any damages, the Bank shall provide a written notice to Service Provider indicating the reasons for such penalty or recovery of damages. Service Provider shall have the liberty to present its case in writing together with documentary evidences, if any, within 21 (twenty one) days. Penalty or

damages, if any, recoverable from Service Provider shall be recovered by the Bank through a credit note or revised invoices. In case Service Provider fails to issue credit note/ revised invoice, the Bank shall have right to withhold the payment or set-off penal amount from current invoices.

- 7.2 All duties and taxes (excluding<sup>2</sup> \_\_\_\_\_ or any other tax imposed by the Government in lieu of same), if any, which may be levied, shall be borne by Service Provider and Bank shall not be liable for the same. \_\_\_\_\_ *<insert tax payable by the Bank>* or any other tax imposed by the Government in lieu of same shall be borne by the Bank on actual upon production of original receipt wherever required.
- 7.3 All expenses, stamp duty and other charges/ expenses in connection with execution of this Agreement shall be borne by Service Provider.

## 8 INTELLECTUAL PROPERTY RIGHTS

- 8.1 The Parties agree that all data or information supplied by the Bank to Service Provider and/or the Consultancy Team in connection with the provision of Services by it shall remain the property of the Bank or its licensors.
- 8.2 Any licensed material used by Service Provider for performing Services or developing Work Product for the Bank, Service Provider should have right to use as well as right to license for the outsourced services. The Bank shall not be liable for any license or IPR violation on the part of Service Provider.
- 8.3 Subject to clause 8.4 and 8.5 of this Agreement, Service Provider shall, at its own expenses without any limitation, indemnify and keep fully and effectively indemnified the Bank against all costs, claims, damages, demands, expenses and liabilities of whatsoever nature arising out of or in connection with all claims of infringement of Intellectual Property Rights, including patent, trademark, copyright, trade secret or industrial design rights of any third party arising from the Services or use of Work Product or any part thereof in India or abroad under this Agreement.

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<sup>2</sup> Please determine the applicability of the taxes.



- 8.4 The Bank will give (a) notice to Service Provider of any such claim without delay/provide reasonable assistance to Service Provider in disposing of the claim; (b) sole authority to defend and settle such claim and; (c) will at no time admit to any liability for or express any intent to settle the claim provided that (i) Service Provider shall not partially settle any such claim without the written consent of the Bank, unless such settlement releases the Bank fully from such claim, (ii) Service Provider shall promptly provide the Bank with copies of all pleadings or similar documents relating to any such claim, (iii) Service Provider shall consult with the Bank with respect to the defense and settlement of any such claim, and (iv) in any litigation to which the Bank is also a party, the Bank shall be entitled to be separately represented at its own expenses by counsel of its own selection.
- 8.5 Service Provider shall have no obligations with respect to any infringement claims to the extent that the infringement claim arises or results from: (i) Service Provider's compliance with the Bank's specific technical designs or instructions (except where Service Provider knew or should have known that such compliance was likely to result in an infringement claim and Service Provider did not inform the Bank of the same); or (ii) any unauthorized modification or alteration of the Deliverable by the Bank.
- 8.6 All Work Product prepared by the Consultant in performing the Services shall become and remain the sole and exclusive property of the Bank and all Intellectual Property Rights in such Work Product shall vest with the Bank. Any Work Product, of which the ownership or the Intellectual Property Rights do not vest with the Bank under law, shall automatically stand assigned to the Bank as and when such Work Product is created and the Consultant agrees to execute all papers and to perform such other acts as the Bank may deem necessary to secure its rights herein assigned by the Consultant. The Work Product shall not be used for any purpose other than intended under the scope of work, without prior written consent of the Bank.
- 8.7 In the event that Consultant integrates any work that was previously created by the Consultant into any Work Product, the Consultant shall grant to, and the Bank is hereby granted, a worldwide, royalty-free, perpetual, irrevocable

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

## **9 CONFIDENTIALITY**

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

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

9.2.1. Each Party shall keep confidential and shall not, directly or indirectly, disclose, except as provided in sub-clauses below, in any manner whatsoever, in whole or in part, the Confidential Information without the other Party's prior written consent.

9.2.2. Each Party shall hold the Confidential Information in confidence and shall exercise all reasonable diligence in ensuring that the Confidential Information is not disclosed to third parties and will refrain from using the Confidential Information for any purpose whatsoever other than for the purposes of this Agreement or for the purpose for which such information is supplied.

9.2.3. Notwithstanding the above, each Party may reveal the Confidential Information to those of its representatives, those of its' holding company and those of its subsidiaries who are involved in the negotiation or evaluation of the

project, and shall procure and ensure that each of them complies with the obligation to keep the Confidential Information secret, private and confidential and strictly observes the terms of this Agreement.

9.2.4. The confidentiality obligation shall not apply to such portions of the Confidential Information which one of the Parties can demonstrate (i) are or become generally available to the public other than as a result of any breach of this Agreement, (ii) were in its possession on a non-confidential basis prior to the date hereof, (iii) have been rightfully received from a third party after the date hereof without restriction on disclosure and without breach of this Agreement, said third party being under no obligation of confidentiality to the other Party with respect to such Confidential Information, or is developed by the receiving party independently without any reference or use of disclosing party's Confidential Information.

9.2.5. In the event that a Party becomes legally compelled pursuant to any statutory or regulatory provision, court or arbitral decision, governmental order, or stock exchange requirements to disclose any of the Confidential Information, the compelled Party, as far as possible will provide the other Party with prompt written notice to the extent not prohibited by law. In any case, the compelled Party will furnish only that portion of the Confidential Information which is legally required and will exercise all reasonable efforts to obtain reliable assurance that confidential treatment will be accorded to the Confidential Information.

9.2.6. In the event of termination or expiry of this Agreement, each Party shall either (i) promptly destroy all copies of the written (including information in electronic form) Confidential Information in its possession or that of its representatives; or (ii) promptly deliver to the other Party at its own expense all copies of the written Confidential Information in its possession or that of its representatives, provided, however, each Party shall be permitted to retain one copy of the Confidential Information for the purposes of dispute resolution, compliance with regulatory agency or authority and internal compliance procedures, provided such copies being held and kept confidential.

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

## **10 RELATIONSHIP BETWEEN THE PARTIES**

- 10.1 It is specifically agreed that Service Provider shall act as independent service provider and shall not be deemed to be the Agent of the Bank except in respect of the transactions/services which give rise to Principal - Agent relationship by express agreement between the Parties.
- 10.2 Neither Service Provider nor its employees, agents, representatives, Sub-Contractors shall hold out or represent as agents of the Bank.
- 10.3 None of the employees, representatives or agents of Service Provider shall be entitled to claim permanent absorption or any other claim or benefit against the Bank.
- 10.4 This Agreement shall not be construed as joint venture. Each Party shall be responsible for all its obligations towards its respective employees. No employee of any of the two Parties shall claim to be employee of other Party.
- 10.5 All the obligations towards the employee(s) of a Party on account of personal accidents while working in the premises of the other Party shall remain with the respective employer and not on the Party in whose premises the accident occurred unless such accidents occurred due to gross negligent act of the Party in whose premises the accident occurred.
- 10.6 For redressal of complaints of sexual harassment at workplace, Parties agree to comply with the policy framed by the Bank (including any amendment thereto) in pursuant to the Sexual Harassment of Women at Workplace (Prevention, Prohibition and Redressal) Act, 2013 including any amendment thereto.

## **11 SUB-CONTRACTING**

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

## **12 LIQUIDATED DAMAGES**

If Service Provider fails to deliver and perform any or all the Services within the stipulated time, schedule as specified for the respective project/

Purchase Order, the Bank may, without prejudice to its other remedies under the RFP/Agreement, and unless otherwise extension of time is agreed upon without the application of liquidated damages, deduct from the respective Purchase Order Value, as liquidated damages a sum equivalent to 0.5% of the respective Purchase Order Value for delay of each week or part thereof maximum up to 5% of the said Purchase Order Value. Once the maximum deduction is reached, the Bank may consider termination of the respective Purchase Order and/or the Agreement.

### **13 BANK GUARANTEE & PENALTY**

- 13.1 Service Provider shall furnish performance security in the form of Bank Guarantee for an amount of 10% of the contract amount valid for a minimum period of 6 months or the tenure of the project plus three months period, whichever is higher from the effective date of the PO for individual works stream from a Scheduled Commercial Bank other than State Bank of India in a format provided/ approved by the Bank. The Bank Guarantee is required to protect the interest of the Bank against the risk of non-performance of Service Provider in respect of successful implementation of the project and/or failing to perform / fulfil its commitments / obligations in respect of providing Services as mentioned in this Agreement; or breach of any terms and conditions of the Agreement, which may warrant the invoking of Bank Guarantee.
- 13.2 Performance of the obligations under the Agreement shall be made by Service Provider in accordance with the time schedule specified in this Agreement.
- 13.3 Subject to clause 21 of this Agreement, any unexcused delay by Service Provider in the performance of its Contract obligations shall render this Agreement to be terminated.
- 13.4 If at any time during performance of the Contract, Service Provider should encounter unexpected conditions impeding timely completion of the Services under the Agreement and performance of the services, Service Provider shall promptly notify the Bank in writing of the fact of the delay, its

likely duration and its cause(s). As soon as practicable, after receipt of Service Provider's notice, the Bank shall evaluate the situation and may at its discretion extend Service Provider's time for performance, in which case the extension shall be ratified by the Parties by amendment of the Agreement.

13.5 Service Provider shall be liable to pay penalty at the rate mentioned in **Annexure \_\_\_\_** in respect of any delay beyond the permitted period in providing the Services.

13.6 No penalty/ liquidated damages shall be levied in case of delay(s) in deliverables or performance of the contract for the reasons solely and directly attributable to the Bank. On reaching the maximum of penalties specified the Bank reserves the right to terminate the contract.

#### **14 COMPLIANCE WITH LAWS.**

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

14.2 Service Provider shall procure and maintain all necessary licenses, permissions, approvals from the relevant authorities under the applicable laws throughout the currency of this Agreement, require for performing the Services under this Agreement.

14.3 Service Provider shall be solely liable & responsible for compliance of applicable Labour Laws in respect of its employee, agents, representatives and sub-Contractors (if allowed) and in particular laws relating to terminal benefits such as Pension, Gratuity, Provident Fund, Bonus or other benefits to which they may be entitled and the laws relating to Contract Labour, Minimum Wages, etc., and the Bank shall have no liability in these regards.

14.4 Service Provider shall cooperate fully with any legitimately provided/ constituted body conducting inquiry into processing and execution of this



Agreement/ any other matter related with discharge of contractual obligations by Service Provider.

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

## **15 GOVERNING LAW AND DISPUTE RESOLUTION**

### **15.1 Governing Law and Jurisdiction**

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

### **15.2 Dispute Resolution**

15.2.1 Any and all disputes, controversies and conflicts ("Disputes") arising out of this Agreement or in connection with this Agreement or the performance or non-performance of the rights and obligations set forth herein, or the breach, termination, invalidity or interpretation thereof shall be referred for arbitration in terms of the Arbitration and Conciliation Act, 1996 (Arbitration Act) or any amendments thereof. Prior to submitting the Disputes to arbitration the parties shall make all endeavors to settle the dispute/s through mutual negotiation and discussions. In the event that the said dispute/s are not settled within 30 days of the arising thereof as evidenced through the first written communication from any party notifying the other regarding the disputes, the same shall finally be settled and determined by arbitration as above.

15.2.2 The place of arbitration shall be at **Mumbai** and the language used in the arbitral proceedings shall be English. Arbitration shall be conducted by a mutually appointed sole arbitrator. If the Parties are unable to agree upon a



sole Arbitrator, each Party shall appoint one arbitrator and the two arbitrators so appointed by the Parties shall appoint the third arbitrator, who shall be the Chairman of the Arbitral Tribunal.

15.2.3 The arbitral award shall be in writing and subject to the provisions of the Arbitration and Conciliation Act, 1996 or any amendments thereof and shall be enforceable in any court of competent jurisdiction.

15.2.4 Pending the submission to arbitration and thereafter, till the Arbitrator or the Arbitral Tribunal renders the award or decision, the Parties shall, except in the event of termination of this Agreement or in the event of any interim order/award is granted under the afore stated Act, continue to perform their obligations under this Agreement.

## **16 GENERAL INDEMNITY**

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

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

also be responsible for promptly correcting, at its own cost and risk, the documents including such inaccuracy.

## **17 CONFLICT OF INTEREST**

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

## **18 LIMITATION ON LIABILITY**

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

guidelines applicable to the Bank, provided such guidelines were brought to the notice of Service Provider.

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

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

## **19 POWER TO VARY OR OMIT WORK**

19.1 No alterations, amendments, omissions, additions, suspensions or variations of the work (hereinafter referred to as variation) under the Agreement shall be made by Service Provider except as directed in writing by Bank. The Bank shall have full powers, subject to the provision herein after contained, from time to time during the execution of the Agreement, by notice in writing to instruct Service Provider to make any variation without prejudice to the Agreement. Service Provider shall carry out such variations and be bound by the same conditions, though the said variations occurred in the Agreement documents. If any suggested variations would, in the opinion of Service Provider, if carried out, prevent them from fulfilling any of their obligations under the Agreement, they shall notify the Bank, thereof, in writing with reasons for holding such opinion and Bank shall instruct Service Provider to make such other modified variation without prejudice to the Agreement.

Service Provider shall carry out such variations and be bound by the same conditions, though the said variations occurred in the Agreement documents. If Bank confirms their instructions Service Provider's obligations will be modified to such an extent as may be mutually agreed. If such variation involves extra cost, any agreed difference in cost occasioned by such variation shall be mutually agreed between the parties. In any case in which Service Provider has received instructions from the Bank as to the requirement of carrying out the altered or additional substituted work, which either then or later on, will in the opinion of Service Provider, involve a claim for additional payments, such additional payments shall be mutually agreed in line with the terms and conditions of the order.

- 19.2 If any change in the work is likely to result in reduction in cost, the parties shall agree in writing so as to the extent of reduction in payment to be made to Service Provider, before Service Provider proceeding with the change.

## **20 RIGHT TO AUDIT**

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

20.2 Where any Deficiency has been observed during audit of Service Provider on the risk parameters finalized by the Bank or in the certification submitted by the Auditors, it is agreed upon by Service Provider that it shall correct/ resolve the same at the earliest and shall provide all necessary documents related to resolution thereof and the auditor shall further certify in respect of resolution of the Deficiencies. It is also agreed that Service Provider shall provide certification of the auditor to the Bank regarding compliance of the observations made by the auditors covering the respective risk parameters against which such Deficiencies observed.

20.3 Service Provider further agrees that whenever required by the Bank, it will furnish all relevant information, records/data to such auditors and/or inspecting officials of the Bank/ Reserve Bank of India and/or any regulatory authority (ies). The Bank reserves the right to call for and/or retain any relevant information / audit reports on financial and security reviews with their findings undertaken by Service Provider. However, Service Provider shall not be obligated to provide records/ data not related to Services under the Agreement (e.g. internal cost breakup etc.).

## **21 TERMINATION**

21.1 The Bank may, without prejudice to any other remedy for breach of Agreement, by written notice of not less than 30 (thirty) days, terminate the Agreement in whole or in part:

- (i) If Service Provider fails to deliver any or all the obligations within the time period specified in the Agreement, or any extension thereof granted by the Bank;
- (ii) If Service Provider fails to perform any other obligation(s) under the Agreement;
- (iii) Violations of any terms and conditions stipulated in the RFP;
- (iv) On happening of any termination event mentioned herein above in this Agreement.

Prior to providing a written notice of termination to Service Provider under clause 21.1 (i) to 21.1 (iii), the Bank shall provide Service Provider with a

written notice of 30 (thirty) days to cure such breach of the Agreement. If the breach continues or remains unrectified after expiry of cure period, the Bank shall have right to initiate action in accordance with above clause.

- 21.2 The Bank, by written notice of not less than 90 (ninety) days, may terminate the Agreement, in whole or in part, for its convenience. In the event of termination of the Agreement for the Bank's convenience, Service Provider shall be entitled to receive payment for the Services rendered (delivered) up to the effective date of termination.
- 21.3 In the event the Bank terminates the Agreement in whole or in part for the breaches attributable to Service Provider, it may procure, upon such terms and in such manner as it deems appropriate, Services similar to those undelivered, and subject to clause 18 Service Provider shall be liable to the Bank for any increase in cost for such similar Services. However, Service Provider shall continue performance of the Agreement to the extent not terminated.
- 21.4 The Bank shall have a right to terminate the Agreement immediately by giving a notice in writing to Service Provider in the following eventualities:
- 21.4.1 If any Receiver/Liquidator is appointed in connection with the business of Service Provider or Service Provider transfers substantial assets in favour of its creditors or any orders / directions are issued by any Authority / Regulator which has the effect of suspension of the business of Service Provider.
- 21.4.2 If Service Provider applies to the Court or passes a resolution for voluntary winding up of or any other creditor / person files a petition for winding up or dissolution of Service Provider.
- 21.4.3 If any acts of commission or omission on the part of Service Provider or its agents, employees, sub-contractors or representatives, in the reasonable opinion of the Bank tantamount to fraud or prejudicial to the interest of the Bank or its employee(s).
- 21.4.4 Any document, information, data or statement submitted by Service Provider in response to RFP, based on which Service Provider was considered eligible or successful, is found to be false, incorrect or misleading.

22.4 In the event of termination of the Agreement for material breach, the Bank shall have the right to report such incident in accordance with the mandatory reporting obligations under the applicable law or regulations.

22.5 Upon termination or expiration of this Agreement, all rights and obligations of the Parties hereunder shall cease, except such rights and obligations as may have accrued on the date of termination or expiration; the obligation of confidentiality and indemnity; obligation of payment; Governing Law clause; Dispute resolution clause; and any right which a Party may have under the applicable law.

## **22 CONTINGENCY PLANS & CONTINUITY ARRANGEMENTS**

22.1 Service Provider shall arrange and ensure proper contingency plans to meet any unexpected obstruction to Service Provider or any employees or sub-contractors (if allowed) of Service Provider in rendering the Services or any part of the same under this Agreement to the Bank.

22.2 Service Provider agrees for the following continuity arrangements to ensure the business continuity of the Bank.

22.2.1 In the event of failure of Service Provider to render the Services or in the event of termination of Agreement or expiry of term or otherwise, without prejudice to any other right, the Bank at its sole discretion may make alternate arrangement for getting the Services contracted with another vendor. In such case, the Bank shall give prior notice to the existing Service Provider. The existing Service Provider shall continue to provide services as per the terms of the Agreement until a 'New Service Provider' completely takes over the work.

22.2.2 During the transition phase, the existing Service Provider shall render all reasonable assistances to the new Service Provider within such period prescribed by the Bank, at no extra cost to the Bank, for ensuring smooth switch over and continuity of Services, provided where transition services are required by the Bank or New Service Provider beyond the term of this

Agreement, reasons for which are not attributable to Service Provider, payment shall be made to Service Provider for such additional period on the same rates and payment terms as specified in this Agreement. If existing vendor is found to be in breach of this obligation, they shall be liable for paying a penalty of Rs. \_\_\_\_\_ on demand to the Bank, which may be settled from the payment of invoices or bank guarantee for the contracted period.

## **23 FORCE MAJEURE**

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



all services actually rendered up to the date of the termination of this Agreement.

## **24 SEVERABILITY**

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

## **25 ENTIRE AGREEMENT**

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

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

25.2.1 This Agreement;

25.2.2 Annexure of Agreement;

25.2.3 Purchase Order No. \_\_\_\_\_ dated \_\_\_\_\_; and

25.2.4 RFP

## 26 NOTICE

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

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

26.3 Address for communication to the Parties are as under:

### 26.3.1 Communications to the Bank:

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### 26.3.2 Communications to Service Provider:

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

## **27 MISCELLANEOUS**

27.1 Any provision of this Agreement may be amended or waived, if, and only if such amendment or waiver is in writing and signed, in the case of an amendment by each party, or in this case of a waiver, by the Party against whom the waiver is to be effective.

27.2 No failure or delay by any Party in exercising any right, power or privilege hereunder shall operate as a waiver thereof nor shall any single or partial exercise of any other right, power or privilege. The rights and remedies herein provided shall be cumulative and not exclusive of any rights or remedies provided by law.

27.3 Neither this Agreement nor any provision hereof is intended to confer upon any person/s other than the Parties to this Agreement any rights or remedies hereunder.

27.4 If this Agreement is signed in counterparts, each counterpart shall be deemed to be an original.

27.5 Service Provider shall not assign or transfer all or any of its rights, benefits or obligations under this Agreement without the approval of the Bank. The Bank may, at any time, assign or transfer all or any of its rights, benefits and obligations under this Agreement.

27.6 Service Provider agrees that it shall not use the logo, trademark, copy rights or other proprietary rights of the Bank in any advertisement or publicity materials or any other written communication with any other party, without the prior written consent of the Bank.

27.7 During the term of this Agreement and for a one year thereafter, neither party shall (either directly or indirectly through a third party) employ, solicit to employ, cause to be solicited for the purpose of employment or offer employment to any employee/s or sub-contractor/s of the other party, or aid



any third person to do so. However, nothing in this clause shall affect the Bank's regular recruitments as per its recruitment policy and not targeted to the employees of Service Provider.

27.8 Service Provider agrees that the Bank shall have the right to disclose the details of this Agreement and the details of Services covered herein to the Reserve Bank of India and Indian Banks Association.

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

**State Bank of India**

**Service Provider**

**By:**

**By:**

**Name:**

**Name:**

**Designation:**

**Designation:**

**Date:**

**Date:**

WITNESS:

1.

1.

2.

2.

ANNEXURE A

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

**Scope of Work:**

**ANNEXURE B****Fees**

As full consideration to Service Provider for the performance of the Services under the Agreement, the Bank shall pay the sum of RS. \_\_\_\_\_ plus applicable taxes as mentioned in the Agreement.

The schedule for Payment of the Services shall be as below:

| <b>Key<br/>Dates</b> | <b>Description of<br/>Deliverables</b> | <b>Payment %</b> |
|----------------------|----------------------------------------|------------------|
|                      |                                        |                  |
|                      |                                        |                  |
|                      |                                        |                  |
|                      |                                        |                  |
|                      | <b>Total</b>                           |                  |

## ANNEXURE C

**List of Members of the Consultancy Team**

| Sr.<br>no             | Name | Designation | Role |
|-----------------------|------|-------------|------|
| Core Consultancy Team |      |             |      |
| 1                     |      |             |      |
| 2                     |      |             |      |
| 4                     |      |             |      |
| 5                     |      |             |      |
| 6                     |      |             |      |
| 7                     |      |             |      |
| 8                     |      |             |      |
| 9                     |      |             |      |

ANNEXURE D

**Penalties**

(Please provide details of applicable penalties)



**Appendix-J****NON-DISCLOSURE AGREEMENT**

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

State Bank of India constituted under the State Bank of India Act, 1955 having its Corporate Centre and Central Office at State Bank Bhavan, Madame Cama Road, Nariman Point, Mumbai-21 and its Risk Management Department, Corporate Centre, Air India Building, 7th Floor, Nariman Point, Mumbai-400021 through its \_\_\_\_\_ Department (hereinafter referred to as "Bank" which expression includes its successors and assigns) of the ONE PART;

And

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

And Whereas

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

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

**NOW IT IS HEREBY AGREED BY AND BETWEEN THE PARTIES AS UNDER****1. Confidential Information and Confidential Materials:**

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

**2. Restrictions**

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

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

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

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

- (a) Receiving Party shall notify Disclosing Party immediately upon discovery of any unauthorized used or disclosure of Confidential Information and/ or Confidential Materials, or any other breach of this Agreement by Receiving Party, and will cooperate with Disclosing Party in every reasonable way to help Disclosing Party regain possession of the Confidential Information and/ or Confidential Materials and prevent its further unauthorized use.
- (b) Receiving Party shall return all originals, copies, reproductions and summaries of Confidential Information or Confidential Materials at Disclosing Party's request, or at Disclosing Party's option, certify destruction of the same provided, however, each Party shall be permitted to retain one copy of the Confidential Information for the purposes of dispute resolution, compliance with regulatory agency or authority and internal compliance procedures, provided such copies being held and kept confidential..

(c) Receiving Party acknowledges that monetary damages may not be the only and / or a sufficient remedy for unauthorized disclosure of Confidential Information and that disclosing party shall be entitled, without waiving any other rights or remedies (including but not limited to as listed below), to injunctive or equitable relief as may be deemed proper by a Court of competent jurisdiction.

- i. Suspension of access privileges
- ii. Change of personnel assigned to the job

iii. Termination of contract

(d) Disclosing Party may visit Receiving Party's premises, with reasonable prior notice and during normal business hours, to review Receiving Party's compliance with the term of this Agreement.

#### 4. **Miscellaneous**

(a) All Confidential Information and Confidential Materials are and shall remain the sole and of Disclosing Party. By disclosing information to Receiving Party, Disclosing Party does not grant any expressed or implied right to Receiving Party to disclose information under the Disclosing Party's patents, copyrights, trademarks, or trade secret information.

(b) Confidential Information made available is provided "As Is," and disclosing party disclaims all representations, conditions and warranties, express or implied, including, without limitation, representations, conditions or warranties of accuracy, completeness, performance, fitness for a particular purpose, satisfactory quality and merchantability provided same shall not be construed to include fraud or wilful default of disclosing party.

(c) Neither party grants to the other party any license, by implication or otherwise, to use the Confidential Information, other than for the limited purpose of evaluating or advancing a business relationship between the parties, or any license rights whatsoever in any patent, copyright or other intellectual property rights pertaining to the Confidential Information.

(d) The terms of Confidentiality under this Agreement shall not be construed to limit either party's right to independently develop or acquire product without use of the other party's Confidential Information. Further, either party shall be free to use for any purpose the residuals resulting from access to or work with such Confidential Information, provided that such party shall maintain the confidentiality of the Confidential Information as provided herein. The

term “residuals” means information in non-tangible form, which may be retained by person who has had access to the Confidential Information, including ideas, concepts, know-how or techniques contained therein. Neither party shall have any obligation to limit or restrict the assignment of such persons or to pay royalties for any work resulting from the use of residuals. However, the foregoing shall not be deemed to grant to either party a license under the other party’s copyrights or patents.

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

#### 5. **Suggestions and Feedback**

Either party from time to time may provide suggestions, comments or other feedback to the other party with respect to Confidential Information provided originally by the other party (hereinafter “feedback”). Both party agree that all Feedback is and shall be entirely voluntary and shall not in absence of



separate agreement, create any confidentially obligation for the receiving party. However, the Receiving Party shall not disclose the source of any feedback without the providing party's consent. Feedback shall be clearly designated as such and, except as otherwise provided herein, each party shall be free to disclose and use such Feedback as it sees fit, entirely without obligation of any kind to other party. The foregoing shall not, however, affect either party's obligations hereunder with respect to Confidential Information of other party.

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

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

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

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

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

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

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

**Appendix-L****Format for Submission of Client References****To whosoever it may concern**

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

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



**Appendix-M****FORMAT FOR EMD BANK GUARANTEE**

To:  
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Dear Sir,

**EMD BANK GUARANTEE FOR**  
**NAME OF SERVICES TO STATE BANK OF INDIA TO MEET SUCH**  
**REQUIREMENT AND PROVIDE SUCH SERVICES AS ARE SET OUT IN THE**  
**RFP NO. SBI:xx:xx DATED dd/mm/yyyy**

WHEREAS State Bank of India (SBI), having its Corporate Office at Nariman Point, Mumbai, and Regional offices at other State capital cities in India has invited Request to provide \_\_\_\_\_ (name of Service) as are set out in the Request for Proposal SBI:xx:xx dated dd/mm/yyyy.

2. It is one of the terms of said Request for Proposal that the Bidder shall furnish a Bank Guarantee for a sum of Rs. \_\_\_\_\_ /-(Rupees \_\_\_\_\_ only) as Earnest Money Deposit.

3. M/s. \_\_\_\_\_, (hereinafter called as Bidder, who are our constituents intends to submit their Bid for the said work and have requested us to furnish guarantee in respect of the said sum of Rs. \_\_\_\_\_ /-(Rupees \_\_\_\_\_ only)

**4. NOW THIS GUARANTEE WITNESSETH THAT**

We \_\_\_\_\_ (Bank) do hereby agree with and undertake to the State Bank of India, their Successors, assigns that in the event of the SBI coming to the conclusion that the Bidder has not performed their obligations under the said conditions of the RFP or have committed a breach thereof, which conclusion shall be binding on us as well as the said Bidder, we shall on demand by the SBI, pay without demur to the SBI, a sum of Rs. \_\_\_\_\_ /- (Rupees \_\_\_\_\_ Only) that may be demanded by SBI. Our guarantee shall be treated as equivalent to the Earnest Money Deposit for the due performance of the obligations of the Bidder under the said conditions, provided, however, that our liability against such sum shall not exceed the sum of Rs. \_\_\_\_\_ /- (Rupees \_\_\_\_\_ Only).

5. We also agree to undertake to and confirm that the sum not exceeding Rs. \_\_\_\_\_/- (Rupees \_\_\_\_\_ Only) as aforesaid shall be paid by us without any demur or protest, merely on demand from the SBI on receipt of a notice in writing stating the amount is due to them and we shall not ask for any further proof or evidence and the notice from the SBI shall be conclusive and binding on us and shall not be questioned by us in any respect or manner whatsoever. We undertake to pay the amount claimed by the SBI, without protest or demur or without reference to Bidder and notwithstanding any contestation or existence of any dispute whatsoever between Bidder and SBI, pay SBI forthwith from the date of receipt of the notice as aforesaid. We confirm that our obligation to the SBI under this guarantee shall be independent of the agreement or agreements or other understandings between the SBI and the Bidder. This guarantee shall not be revoked by us without prior consent in writing of the SBI.

6. We hereby further agree that –

- a) Any forbearance or commission on the part of the SBI in enforcing the conditions of the said agreement or in compliance with any of the terms and conditions stipulated in the said Bid and/or hereunder or granting of any time or showing of any indulgence by the SBI to the Bidder or any other matter in connection therewith shall not discharge us in any way our obligation under this guarantee. This guarantee shall be discharged only by the performance of the Bidder of their obligations and in the event of their failure to do so, by payment by us of the sum not exceeding Rs. \_\_\_\_\_/- (Rupees \_\_\_\_\_ Only)
- b) Our liability under these presents shall not exceed the sum of Rs. \_\_\_\_\_/- (Rupees \_\_\_\_\_ Only)
- c) Our liability under this agreement shall not be affected by any infirmity or irregularity on the part of our said constituents in tendering for the said work or their obligations there under or by dissolution or change in the constitution of our said constituents.
- d) This guarantee shall remain in force upto 180 days provided that if so desired by the SBI, this guarantee shall be renewed for a further period as may be indicated by them on the same terms and conditions as contained herein.
- e) Our liability under this presents will terminate unless these presents are renewed as provided herein upto 180 days or on the day when our said constituents comply with their obligations, as to which a certificate in writing by the SBI alone is the conclusive proof, whichever date is earlier.
- f) Unless a claim or suit or action is filed against us on or before \_\_\_\_ (date to be filled by BG issuing bank), all the rights of the SBI against us under

this guarantee shall be forfeited and we shall be released and discharged from all our obligations and liabilities hereunder.

- g) This guarantee shall be governed by Indian Laws and the Courts in Mumbai, India alone shall have the jurisdiction to try & entertain any dispute arising out of this guarantee.

Notwithstanding anything contained hereinabove:

- (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 you serve upon us a written claim or demand on or before .....

Yours faithfully,

For and on behalf of

\_\_\_\_\_  
Authorized official of the bank

(Note: This guarantee will require stamp duty as applicable in the State where it is executed and shall be signed by the official(s) whose signature and authority shall be verified)

**APPENDIX-N: CERTIFICATE of LOCAL CONTENT**

**Certificate of Local Content**

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

Date:

To,

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

Dear Sir,

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

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

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

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

**Counter-signed:**

**Bidder**

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

**Format for Self-Certification of Local Content**

Date:

To,

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Dear Sir,

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

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

1. The details of location(s) at which the local value addition is made are as under:

| SI No | Product details | Name of place |
|-------|-----------------|---------------|
| 1     |                 |               |
| 2     |                 |               |

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

**Signature of authorised official****Name:****Company seal:**

## **SCHEDULE 1**

### **1.1 Services**

<<Insert a description of the Services provided by the Data Processor (under the Principal Service Agreement, where relevant)>>.

**SCHEDULE 2****Personal Data**

| <b>Category of Personal Data</b> | <b>Category of Data Subject</b> | <b>Nature of Processing Carried Out</b> | <b>Purpose(s) of Processing</b> | <b>Duration of Processing</b> |
|----------------------------------|---------------------------------|-----------------------------------------|---------------------------------|-------------------------------|
|                                  |                                 |                                         |                                 |                               |
|                                  |                                 |                                         |                                 |                               |
|                                  |                                 |                                         |                                 |                               |
|                                  |                                 |                                         |                                 |                               |
|                                  |                                 |                                         |                                 |                               |

### **SCHEDULE 3**

#### **Technical and Organisational Data Protection Measures**

1. The Processor shall ensure that, in respect of all Personal Data it receives from or processes on behalf of SBI, it maintains security measures to a standard appropriate to:

1.1. the nature of the Personal Data; and

1.2. Safeguard from the harm that might result from unlawful or unauthorised processing or accidental loss, damage, or destruction of the Personal Data.

2. In particular, the Processor shall:

2.1. have in place, and comply with, a security policy which:

2.1.1. defines security needs based on a risk assessment.

2.1.2. allocates responsibility for implementing the policy to a specific individual (such as the Processor's Data Protection Officer) or personnel and is provided to SBI on or before the commencement of this Agreement.

2.1.3. ensure that appropriate security safeguards and virus protection are in place to protect the hardware and software which is used in processing the Personal Data in accordance with best industry practice.

2.1.4. prevent unauthorised access to the Personal Data.

2.1.5. protect the Personal Data using pseudonymisation and encryption.

2.1.6. ensure the confidentiality, integrity and availability of the systems and services in regard to the processing of Personal Data.

2.1.7. ensure the fast availability of and access to Personal Data in the event of a physical or technical incident.

2.1.8. have in place a procedure for periodically reviewing and evaluating the effectiveness of the technical and organisational measures taken to ensure the safety of the processing of Personal Data.

2.1.9. ensure that its storage of Personal Data conforms with best industry practice such that the media on which Personal Data is recorded (including paper records and records stored electronically) are stored in secure locations and access by personnel to Personal Data is strictly monitored and controlled.



2.1.10. have secure methods in place for the transfer of Personal Data whether in physical form (for example, by using couriers rather than post) or electronic form (for example, by using encryption).

2.1.11. password protect all computers and other devices on which Personal Data is stored, ensuring that all passwords are secure, and that passwords are not shared under any circumstances.

2.1.12. not allow the storage of the Personal Data on any mobile devices such as laptops or tablets unless such devices are kept on its premises at all times.

2.1.13. take reasonable steps to ensure the reliability of personnel who have access to the Personal Data.

2.1.14. have in place methods for detecting and dealing with breaches of security (including loss, damage, or destruction of Personal Data) including:

2.1.14.1. having a proper procedure in place for investigating and remedying breaches of the GDPR; and

2.1.14.2. notifying SBI as soon as any such security breach occurs.

2.1.15. have a secure procedure for backing up all Personal Data and storing back-ups separately from originals; and

2.1.16. adopt such organisational, operational, and technological processes and procedures as are required to comply with the requirements of ISO/IEC 27001:2013 and SBI's Information Security Policy as appropriate.

At the time of signing this Agreement, the Processor has the following technical and organizational measures in place: (To be vetted by SBI)

| S. No | Controls to be implemented                                                            |                                                                          | Compliance (Yes / No) | If under implementation, give date by which implementation will be done |
|-------|---------------------------------------------------------------------------------------|--------------------------------------------------------------------------|-----------------------|-------------------------------------------------------------------------|
| 1     | Whether the Processor has Information security policy in place with periodic reviews? |                                                                          |                       |                                                                         |
| 2     | Whether the Processor have operational processes with periodic review,                | a. Business Continuity Management                                        |                       |                                                                         |
|       |                                                                                       | b. Backup management                                                     |                       |                                                                         |
|       |                                                                                       | c. Desktop/system/server/network device hardening with baseline controls |                       |                                                                         |

| S. No | Controls to be implemented                                                                                      |                                           | Compliance (Yes / No) | If under implementation, give date by which implementation will be done |
|-------|-----------------------------------------------------------------------------------------------------------------|-------------------------------------------|-----------------------|-------------------------------------------------------------------------|
|       | including but not limited to:                                                                                   | d. Patch Management                       |                       |                                                                         |
|       |                                                                                                                 | e. Port Management Media Movement         |                       |                                                                         |
|       |                                                                                                                 | f. Log Management                         |                       |                                                                         |
|       |                                                                                                                 | g. Personnel Security                     |                       |                                                                         |
|       |                                                                                                                 | h. Physical Security                      |                       |                                                                         |
|       |                                                                                                                 | i. Internal security assessment processes |                       |                                                                         |
| 3     | Whether a proper documented Change Management process has been instituted by the Processor?                     |                                           |                       |                                                                         |
| 4     | Whether the Processor has a documented policy and process of Incident management /response?                     |                                           |                       |                                                                         |
| 5     | Whether the Processor's environment is suitably protected from external threats by way of:                      | a. Firewall                               |                       |                                                                         |
|       |                                                                                                                 | b. WAF                                    |                       |                                                                         |
|       |                                                                                                                 | c. IDS/IPS                                |                       |                                                                         |
|       |                                                                                                                 | d. AD                                     |                       |                                                                         |
|       |                                                                                                                 | e. AV                                     |                       |                                                                         |
|       |                                                                                                                 | f. NAC                                    |                       |                                                                         |
|       |                                                                                                                 | g. DLP                                    |                       |                                                                         |
|       |                                                                                                                 | h. Any other technology                   |                       |                                                                         |
| 6     | Whether rules are implemented on Firewalls of the Processor environment as per an approved process?             |                                           |                       |                                                                         |
| 7     | Whether firewall rule position is regularly monitored for presence of any vulnerable open port or any-any rule? |                                           |                       |                                                                         |
| 8     | Whether proper log generation, storage, management and analysis happens for the Processor application?          |                                           |                       |                                                                         |
| 9     | Is the Processor maintaining all logs for forensic                                                              | a. Web                                    |                       |                                                                         |
|       |                                                                                                                 | b. Application                            |                       |                                                                         |
|       |                                                                                                                 | c. DB                                     |                       |                                                                         |
|       |                                                                                                                 | d. Configuration                          |                       |                                                                         |

| S. No | Controls to be implemented                                                                                                                                                                             | Compliance (Yes / No)        | If implementation, give date by which implementation will be done |
|-------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------|-------------------------------------------------------------------|
|       | readiness related to:                                                                                                                                                                                  | e. User access               |                                                                   |
| 10    | Whether the Processor maintains logs for privileged access to their critical systems?                                                                                                                  |                              |                                                                   |
| 11    | Whether privilege access to the Processor environment is permitted from internet?                                                                                                                      |                              |                                                                   |
| 12    | Whether the Processor has captive SOC or Managed Service SOC for monitoring their systems and operations?                                                                                              |                              |                                                                   |
| 13    | Whether the Processor environment is segregated into militarized zone (MZ) and demilitarized zone (DMZ) separated by Firewall, where any access from an external entity is permitted through DMZ only? |                              |                                                                   |
| 14    | Whether Processor has deployed secure environments for their applications for:                                                                                                                         | a. Production                |                                                                   |
|       |                                                                                                                                                                                                        | b. Disaster recovery         |                                                                   |
|       |                                                                                                                                                                                                        | c. Testing environments      |                                                                   |
| 15    | Whether the Processor follows the best practices of creation of separate network zones (VLAN Segments) for:                                                                                            | a. Web                       |                                                                   |
|       |                                                                                                                                                                                                        | b. App                       |                                                                   |
|       |                                                                                                                                                                                                        | c. DB                        |                                                                   |
|       |                                                                                                                                                                                                        | d. Critical applications     |                                                                   |
|       |                                                                                                                                                                                                        | e. Non-Critical applications |                                                                   |
|       |                                                                                                                                                                                                        | f. UAT                       |                                                                   |
| 16    | Whether the Processor configures access to officials based on a documented and approved Role Conflict Matrix?                                                                                          |                              |                                                                   |
| 17    | Whether Internet access is permitted on:                                                                                                                                                               | a. Internal servers          |                                                                   |
|       |                                                                                                                                                                                                        | b. Database servers          |                                                                   |
|       |                                                                                                                                                                                                        | c. Any other servers         |                                                                   |
| 18    | Whether the Processor has deployed a dedicated information security team independent of IT, reporting directly to MD/CIO for conducting security related functions & operations?                       |                              |                                                                   |

| S. No | Controls to be implemented                                                                                                                  | Compliance (Yes / No) | If under implementation, give date by which implementation will be done |
|-------|---------------------------------------------------------------------------------------------------------------------------------------------|-----------------------|-------------------------------------------------------------------------|
| 19    | Whether CERT-IN Empaneled ISSPs are engaged by the third party for ensuring security posture of their application?                          |                       |                                                                         |
| 20    | Whether quarterly vulnerability assessment and penetration testing is being done by the Processor for their infrastructure?                 |                       |                                                                         |
| 21    | Whether suitable Security Certifications (ISO, PCI-DSS etc.) of the security posture at vendor environment are in place?                    |                       |                                                                         |
| 22    | Whether the Processor has deployed any open source or free software in their environment?                                                   |                       |                                                                         |
|       | If yes, whether security review has been done for such software?                                                                            |                       |                                                                         |
| 23    | Whether the data shared with the Processor is owned by SBI (SBI = Information Owner)?                                                       |                       |                                                                         |
| 24    | Whether the data shared with the Processor is of sensitive nature?                                                                          |                       |                                                                         |
| 25    | Whether the requirement and the data fields to be stored by the Processor is approved by Information Owner?                                 |                       |                                                                         |
| 26    | Where shared, whether the bare minimum data only is being shared? (Please document the NEED for sharing every data field)                   |                       |                                                                         |
| 27    | Whether the data to be shared with Processor will be encrypted as per industry best standards with robust key management?                   |                       |                                                                         |
| 28    | Whether the Processor is required to store the data owned by State Bank?                                                                    |                       |                                                                         |
| 29    | Whether any data which is permitted to be stored by the Processor will be completely erased after processing by the Processor at their end? |                       |                                                                         |
| 30    | Whether the data shared with the Processor is stored with encryption (Data at rest encryption)?                                             |                       |                                                                         |
| 31    | Whether the data storage technology (Servers /Public Cloud/ Tapes etc.) has been appropriately reviewed by IT AO?                           |                       |                                                                         |
| 32    | Whether the Processor is required to share SBI specific data to any other party for any purpose?                                            |                       |                                                                         |
| 33    | Whether a system of obtaining approval by the Processor from the IT Application Owner is put in place before carrying out any changes?      |                       |                                                                         |

| S. No | Controls to be implemented                                                                                                                                                                       | Compliance (Yes / No)                                                                                                                                                                                          | If under implementation, give date by which implementation will be done |
|-------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------|
| 34    | Whether Processor is permitted to take any crucial decisions on behalf of SBI without written approval from IT Application Owner?                                                                |                                                                                                                                                                                                                |                                                                         |
|       | If not, are such instances being monitored? IT Application Owner to describe the system of monitoring such instances.                                                                            |                                                                                                                                                                                                                |                                                                         |
| 35    | Whether Application Owner has verified that the Processor has implemented efficient and sufficient preventive controls to protect SBI's interests against any damage under section 43 of IT Act? |                                                                                                                                                                                                                |                                                                         |
| 36    | Whether the selection criteria for awarding the work to Processor vendor is based on the quality of service?                                                                                     |                                                                                                                                                                                                                |                                                                         |
| 37    | Whether the SLA/agreement between SBI and the Processor contains these clauses:                                                                                                                  | a. Right to Audit to SBI with scope defined                                                                                                                                                                    |                                                                         |
|       |                                                                                                                                                                                                  | b. Adherence by the vendor to SBI Information Security requirements including regular reviews, change management, port management, patch management, backup management, access management, log management etc. |                                                                         |
|       |                                                                                                                                                                                                  | c. Right to recall data by SBI.                                                                                                                                                                                |                                                                         |
|       |                                                                                                                                                                                                  | d. Regulatory and Statutory compliance at vendor site. Special emphasis on section 43A of IT Act 2000 apart from others.                                                                                       |                                                                         |
|       |                                                                                                                                                                                                  | e. Availability of Compensation clause in case of any data breach or incident resulting into                                                                                                                   |                                                                         |



| S. No | Controls to be implemented |                                                                                                                                                                     | Compliance (Yes / No) | If under implementation, give date by which implementation will be done |
|-------|----------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------|-------------------------------------------------------------------------|
|       |                            | any type of loss to SBI, due to vendor negligence.                                                                                                                  |                       |                                                                         |
|       |                            | f. No Sharing of data with any third party without explicit written permission from competent Information Owner of the Bank including the Law Enforcement Agencies. |                       |                                                                         |

**APPENDIX -O****ESCALATION MATRICS<sup>3</sup>**

| Service level Category | Response/Resolution Time | Escalation thresholds           |                 |                 |                 |
|------------------------|--------------------------|---------------------------------|-----------------|-----------------|-----------------|
|                        |                          | Escalation Level 1              |                 | Escalation..... |                 |
|                        |                          | Escalation to                   | Escalation Mode | Escalation to   | Escalation Mode |
| -----                  |                          | <Name, designation contact no.> |                 |                 |                 |
| -----                  |                          | <Name, designation contact no.> |                 |                 |                 |
| -----                  |                          | <Name, designation contact no.> |                 |                 |                 |
| -----                  |                          | <Name, designation contact no.> |                 |                 |                 |

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<sup>3</sup> To ensure that the service beneficiary receives senior management attention on unresolved issues, the service provider operates a problem escalation procedure in order that any unresolved problems are notified to the service provider management personnel on a priority basis dependent upon the impact and urgency of the problem.

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