



REQUEST FOR PROPOSAL (RFP) FOR ENGAGEMENT OF CORPORATE BUSINESS CORRESPONDENTS FOR FINANCIAL INCLUSION BY PROVIDING BANKING SERVICES THROUGH KIOSKS

RFP Ref Number: RBA/FIMM/2021-22/1 Dated 10.04.2021

Last date for Submission of Applications/proposals: 07.05.2021 Up to 03.00 PM

Schedule of Events

S. No.	Particulars	Remarks
1	Contact details of issuing department (Name, Designation, Mobile No., Email and office address for sending any kind of correspondence regarding this RFP)	Name: Ms. Kavita Garg Designation: DGM (RB Alliances) FI & MM Department, State Bank of India Corporate Centre, New Delhi Contact Number :011-24309629, 24309633 Email: rfpadmin.rba@sbi.co.in
2	RFP Document Availability including changes / amendments, if any to be issued	RFP may be downloaded from Bank's website https://www.sbi.co.in & bank.sbi from procurement news under the link Procurement & Others from 10.04.2021 to 07.05.2021
3	Last date for requesting clarifications	Up to 03:00 pm on 23.04.2021 All communications regarding points/ queries requiring clarifications shall be given in writing or by e-mail at rfpadmin.rba@sbi.co.in , strictly in the format enclosed as Annexure "13" .
	Pre - bid Meeting	From 4.00 PM to 6.00 PM on 30.04.2021 in the Conference Hall, State Bank of India, Corporate Centre, Financial Inclusion & Micro Market, 2 nd Floor, NBCC Place, Lodhi Road, New Delhi-110003 or through online meeting
	Clarifications to queries raised at pre-bid meeting will be provided by the Bank.	On 30.04.2021 during the course of pre-bid meeting or individually by mail.
4	Last date and time for Proposals/Bids submission	Up to 3:00 pm on 07.05.2021
5	Address for submission of Proposals/ Bids	Deputy General Manager (FI & Alliances) Financial Inclusion & Micro-Market, State Bank of India, Corporate Centre, 2 nd Floor, NBCC Place, Lodhi Road, New Delhi-110003

STATE BANK OF INDIA

6	Tender Fee (Tender fee will be non-refundable).	Rs. 25,000/- (Rupees Twenty Five Thousand Only) Amount should be deposited by way of NEFT to Account 'STATE BANK OF INDIA, RFP No. RBA/FIMM/2021-22/1' Account No. 40126430896 with SBI New Delhi Main Branch (Code 0691). MSE bidder will be exempted from payment of cost of RFP if bidder can furnish requisite proof subject to satisfaction of the Bank.
7	Earnest Money Deposit (Refundable) (Applicant/Bidder should deposit EMD and Application Fee separately).	Rs. 10,00,000/- (Rupees Ten Lacs only) EMD should be deposited by way of NEFT to Account 'STATE BANK OF INDIA, RFP No. RBA/FIMM/2021-22/1' Account No. 40126430896 with SBI New Delhi Main Branch (Code 0691). MSE bidder will be exempted from payment of earnest money deposit if bidder can furnish requisite proof subject to satisfaction of the Bank
8	Security Deposit	Security Deposit in the form of Fixed Deposit or Bank Guarantee issued by a Scheduled Commercial Bank other than SBI shall be submitted by the selected BCs @Rs. 10 Lacs for every block of 1000 CSPs or part thereof for a period of 5 years once empaneled from the date of contract.

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1. **BACKGROUND**

State Bank of India (Herein after referred to as '**SBI/the Bank**'), having its Corporate Centre at State Bank Bhavan, Madame Cama Road, Nariman Point, 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 'SBI'** hereinafter) invites 'APPLICATIONS/PROPOSALS' for the purpose of engagement of Business Correspondents/Service Providers (henceforth called BC/SP) to setup Kiosks for extending banking services and remittances facilities in Metro/Urban/Semi-Urban/Rural centres including unbanked areas identified by the Bank across India.

Overview

State Bank of India is India's largest Bank with a network of over 22600 plus branches spread across India. Bank also has presence of 190 offices in 35 countries across the globe. The Bank offers wide range of products and services to both Corporate and Retails Customers. The Bank has largest network of 58000 plus ATMs spread across geographical locations. The Bank also has one of the largest number of CSP outlets around 72000 spread across India. Bank provides services to its customers through alternate channels such as Internet Banking, Debit Cards, and Mobile Banking etc. To expand reach further, Bank is also forging ahead with cutting edge technologies and innovative new banking models.

Purpose

- i. This request for proposal document ('RFP document' or RFP) has been prepared solely for the purpose of engaging around 15 Business Correspondents/Service Providers (Henceforth called BCs/SPs) to setup Kiosks for extending banking services in Metro/Urban/Semi-Urban/Rural centers identified by the Bank across India (Hereinafter shall be referred as services). The number of BCs to be empaneled by the Bank may be increased or decreased as per the Bank's business requirements and solely at its discretion.
- ii. The BC will render services on behalf of the Bank, on contract/agent basis, via its CSP outlets through use of Information and Communication Technology, through kiosk portal of the Bank. The Financial Inclusion (FI) programs have a larger objective of offering a variety of financial services ranging from Savings Bank Deposits, Fixed Deposit, Recurring Deposit, Remittances, Micro Pension, Micro Insurance etc.; or any other product as approved by RBI/ DFS/ Bank.
- iii. The eligibility criteria, the evaluation process and other terms and conditions are set out in this RFP. The Bank will enter into a contract with the selected BC/SP in the format provided in Annexure - 18. The Selected BC/SP will act on behalf of the Bank in respect of the specified services and will not be eligible to claim any benefit except for the fee or commission as stipulated in this RFP. The BC shall not use the trade-mark, logo or any Intellectual property/proprietary right of the Bank without its written consent.
- iv. Applications/Proposals as per Annexure-1 (Part 2) are invited from eligible entities for empanelment as BCs. The details/scope of work are mentioned in Annexure-5 of this RFP.
- v. Applicant/Bidder shall mean any entity (i.e. juristic person) which meets the eligibility criteria given in **Annexure-2** of this RFP and willing to provide the Services as required in this RFP. The interested Applicants who agree to all the terms and conditions contained in this RFP may submit their application with the information desired in this RFP. Consortium application is not permitted under this RFP.
- vi. Address for submission of applications, contact details including email address for sending communications are given in Schedule of Events of this RFP.

- vii. The purpose of SBI behind this RFP is to seek applications from eligible entities for empanelment as Business Correspondents (BCs) for providing services under financial inclusion initiative of the Bank.
- viii. This RFP document shall not be transferred, reproduced or otherwise used for purpose other than for which it is specifically issued.
- ix. Interested applicants/bidders are advised to go through the entire RFP before submission of applications/proposals to avoid any chance of elimination. The criteria and the actual process of evaluation of the applications to this RFP and subsequent selection of the successful applicants will be entirely at Bank's discretion. This RFP seeks applications from eligible entities having 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 applicant(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 applicants. No contractual obligation whatsoever shall arise from the RFP process unless and until a formal contract is signed and executed by the duly authorized official(s) of State Bank of India with the selected applicants.
- iii. The purpose of this RFP is to provide the applicant(s) with information to assist in preparation of their applications/Proposals. This RFP does not claim to contain all the information each applicant may require. Each applicant should conduct their own investigations and analysis and should check the accuracy, reliability and completeness of the information contained in this RFP and where necessary obtain independent advices/clarifications. Bank may in its absolute discretion, but without being under any obligation to do so, update, amend or supplement the information in this RFP.
- iv. The Bank, its employees and advisors make no representation or warranty and shall have no liability to any person, including any applicant 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 process.
- v. The Bank also accepts no liability of any nature whether resulting from negligence or otherwise, howsoever caused arising from reliance of any applicant upon the statements contained in this RFP.
- vi. The applicant 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 an application not substantially responsive to this RFP in all respect will be at the Applicant's risk and may result in rejection of the applications/Proposals.
- vii. The issue of this RFP does not imply that the Bank is bound to select an applicant or to award the contract to the selected applicant and the Bank reserves the right to reject all or any of the applications or applicants without assigning any reason whatsoever before issuance of work order and/or its acceptance thereof by the successful applicant as defined in Award Criteria and Award of Contract in this RFP.
- viii. Applicants shall bear all costs associated with the preparation and submission of their proposals.

SBI is not bound to accept any or all proposals/applications and reserves the right to annul the selection process altogether at its sole discretion without assigning any reason(s), at any stage of the RFP process without incurring any liability or obligations on the Bank. SBI also reserves the right to re-issue the RFP, if the Bank decides so.

- ix. SBI may in its sole discretion, but without being under any obligation to do so, update, amend, clarify or supplement the information in this RFP document. SBI also reserves the right to not shortlist or appoint any or all BC's/SP's in respect of the services under this RFP without assigning any reasons, whatsoever.

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. "Application/Proposal" means the offer made by the Applicant as written reply or submission in response to this RFP.
- iii. "NBFC" means a Non-Banking Finance Company registered under the Companies Act, 1956/2013 in India and offers various financial services but do not have a banking license and regulated as per the laws of India.
- iv. "Applicant/Bidder" means any eligible entity/Company which **applies/submits applications/Proposals** in response to this RFP and willing/offering to provide services as a Business Correspondent/Service Provider for the Bank pursuant to the terms of this RFP.
- v. "Eligibility Criteria" means the minimum criteria required to be satisfied by the Applicant in order to be eligible for engagement as a Business Correspondent/Service Provider as per guidelines of RBI and more particularly described to in this RFP.
- vi. "RBI" means the Reserve Bank of India.
- vii. "Services" means the services to be provided by the Business Correspondent/ Service Provider pursuant to the terms of the RFP and the Service Level Agreement.
- viii. "Corporate Business Correspondent/Business Correspondent/Service Provider (BC/SP)" is the successful entity (applicant) found eligible as per eligibility criteria set out in this RFP, whose application has been accepted as per the selection criteria set out in the RFP and with whom the Bank enters into an agreement/contract for providing services in the capacity of Business Correspondent for Financial inclusion using Kiosks. It means all services, scope of work and deliverables to be provided by an applicant as described in the RFP and include provision of technical assistance, training, certifications, auditing and other obligation of Service Provider covered under this RFP.
- ix. "UIDAI" means Unique Identification Authority of India.
- x. "NPCI" means National Payment Corporation of India.
- xi. "ITeFI" means IT enabled Financial Inclusion.

- xii. "BSBDA" means Basic Savings Bank Deposit Account.
- xiii. "SLA" means Service Level Agreement
- xiv. "CSP" means Customer Service Point.
- xv. "Sub-KO" is a person engaged by CSP for carrying out the banking services.
- xvi. "IPR" means Intellectual Property Rights.
- xvii. "NFIQ" means NIST Finger-print Image Quality.
- xviii. "NIST" means National Institute for Standards and Technology.
- xix. "IDRBT" means Institute for Development and Research in Banking Technology.
- xx. "STQC" means Standardization Testing and Quality Certification.
- xxi. Service Provider/BC/Selected Applicant/Vendor" is the Applicant found eligible as per eligibility criteria set out in this RFP, whose application/proposal has been accepted and who has been declared as the Successful Applicant(s) as per the selection criteria set out in the RFP and to whom notification of award has been given by Bank.
- xxii. The words used as "Employees of applicant" wherever used in the RFP refers to the employees of the entity responsible for carrying out various administrative/back end tasks in the organisation. Agents of/appointed by the entity/applicant would refer to the CSPs (KOs) who act as agents of the applicant (SP) and would be responsible for providing the services at the Kiosks.
- xxiii. "AePS" means Aadhaar Enabled Payment System
- xxiv. "Kiosk" means fixed service points with a laptop, biometric scanner, camera, printer, debit card reader as per specification for micro ATM as approved by the Bank.
- xxv. **"The Contract/Service Level Agreement/Agreement"** means the agreement/SLA entered into between the Bank and the Successful Applicant/Service Provider as per Annexure – 18 of this RFP, as signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein. The SP/BC shall not be entitled to seek any modifications or amendments to any of the terms and conditions of the contract/SLA or other documents/standard formats annexed to this RFP
- xxvi. **"Services"** means all work/services, to be provided by the Applicant as described in the RFP and include provision of technical assistance, training, certifications, auditing and other obligation of Service Provider covered under this RFP.
- xxvii. DSH – District Sales Hub

4. SCOPE OF WORK/SERVICES (Details as per Annexure-5)

a) The Business Correspondent model envisages the use of identified institutional agents and other entities, *for supporting the Bank in extending financial services, operating from different locations away from the bank branches.* These services involve the conduct of banking business by Business Correspondents as stipulated in this RFP. The Bank engages the services of Corporate BCs who in turn engage the Kiosk Operators for running the Customer Service Points known as CSPs. Bank intends to setup Banking Services Kiosks (Biometric Enabled) for extending banking services and remittances facilities in Metro / Urban / Semi-Urban / Rural centers identified by the bank across India. Through these Kiosks, Bank is also focusing on providing convenient remittance facilities to the

migrants in these areas. The number of kiosks to be opened will be as per Bank's business requirement and at its sole discretion. The Kiosks shall be exclusively used for banking services of the Bank and not for any other purposes. The Bank will have exclusivity at the Customer Service Point of the SP for the BC arrangement. Accordingly, an outlet of the BC sourcing business for the Bank should not source any banking/financial product for any other Bank/Institution. The CSP will be undertaking activities within the normal course of the bank's banking business to be conducted through banking service Kiosks at places other than the bank premises. BC/CSP shall act prudently and shall exercise all due diligence in carrying out its duties and obligations under this Arrangement/Agreement.

b) Number of Kiosks – Approximately 7000 CSP outlets are proposed to be opened across India at Metro/Urban/Semi-Urban/Rural centres during FY 2021-22 and their location will be decided by the Bank in due course. The number of CSP outlets may be increased or decreased as per the business requirements of the Bank and solely at its discretion.

c) Link Branch - Each of the Kiosks will be attached to a base branch of the Bank. The details of branch network of the Bank in various centers are given on Bank's website www.sbi.co.in.

d) Location of Kiosks - The Kiosks would be located at a maximum feasible distance of 3-5 KM from a base (link) branch, or as decided by the bank, in Metro/Urban/Semi Urban/ Rural areas. In rural areas, the distance can be more from the link branch. The premises and other infrastructure like power, water, furniture etc. should be owned/leased by the applicant till the validity of the agreement. The applicant will be required to open kiosk at all the locations/centres identified by the Bank.

e) Technology Infrastructure - The applicant should have its own hardware for Kiosks that shall have connectivity with Bank's FI Server Gateway located at Mumbai. The FI Server is interfaced with CBS Server of the Bank. The applicant shall be required to incorporate new standards i.e. Micro ATM standards as approved by the Bank with respect to Kiosks as prescribed by UIDAI, IDRBT, Government of India, and Reserve Bank of India etc. for compliance of devices. The Kiosks solution should support inter-operability. The Applicant/Service provider should also take adequate care for using Hardware/Software that will not become End of Sale within 24 months of Supply and End of Support/End of Life during the period of Contract.

f) Technology at Kiosk channel: Bank has its own technology for running the kiosk and it is interfaced with CBS.

g) Kiosks Setup - Typically Kiosks should have a Laptop, Biometric Scanner, Passbook printer, EMV card scanner, Camera, Printer, Debit card reader with PIN/Aadhaar base (as per specification for micro ATM approved by the Bank). The Kiosks will have connectivity with Bank's FI Gateway/Server. The transactions shall be online on a real-time basis and the customers should receive immediate verification of their transactions through visuals (screen based) or other means (debit or credit slip). **The devices procured should be as per Bank specifications. All devices/equipment so provided should be Bank specifications compliant and compliant with UIDAI registered devices (RD) services and any violation of the RD services guidelines and penalty so charged to the bank for such violation shall be recoverable from the selected applicant/service provider.** Bank may at its discretion block transactions originating from non-Registered Devices, however the prime responsibility that all devices are registered as per UIDAI norms will be that of the selected applicant/service provider. The fingerprint device specifications (Biometric Specification) should be as approved by the Bank.

h) Manpower - Due Diligence in case of CSPs/KOs:

1. CSP/KO/Sub KO should have passed minimum educational qualification of 12th Standard.
2. The Kiosk Operator to be of acceptable repute and to have satisfactory market standing
3. He should have sufficient cash as working capital to meet cash requirement at Kiosk outlets and should be able to handle cash efficiently. Handling cash includes withdrawal of cash from his bank account through link branch / ATMs, etc., deposit net cash received at Kiosk Outlet,

- obtaining proper cash insurance, etc.
4. Ability to handle operations leveraging technology.
 5. Due diligence carried out by the BCs in respect of sub-agents proposed to be appointed especially in the areas of reputation and other risks involved.
 6. The KO / CSP should not be a defaulter to any Bank / Financial Institution. A CIBIL report for proposed CSP / KO should be generated / obtained by BC and to be ensured that the proposed CSP / KO is not a defaulter to any Bank/ Financial Institution.
 7. The proposed KO / CSP should not be affiliated to any political party.
 8. Past dealing if any of the proposed CSP / KO should be satisfactory.
 9. The CSP should know the local language / dialect/vernacular language.
 10. The CSP should have knowledge of the area.
 11. The CSP operators should have been referred by at least two persons known to the bank.
 12. The CSP should not be a Director or officer/employee of the Bank or a relative having the same meaning under Section 6 of the Companies Act 1956/corresponding provisions of Companies Act, 2013, in the case of individuals and in the case of entities, be owned or controlled by such person(s).
 13. Wherever felt necessary suitable sworn affidavit of CSP/KO may be obtained.
 14. Police verification Report must be arranged in respect of each CSP/KOs/sub KOs found suitable. These selections may however not be withheld for delay in receipt of the police verification (delay beyond 2 weeks). KOs/ CSPs be issued a letter by BC under their acknowledgement that in the absence of submission of Police Verification Report by CSP within a period of 6 months from the date of creation of CSP/KO code, the CSP/KO code will be deactivated / deleted by BC/Bank.
 15. The applicant shall have to deploy CSPs to render uninterrupted banking services at least 5 days a week for minimum 4 hours a day. As directed by RBI, the customer service points manned by CSPs need to provide services 4-5 hours a day from a fixed location. The Kiosks should not be managed by manpower of any franchisee. The service provider should maintain sufficient trained manpower at all major centers to ensure uninterrupted service in case of temporary absence of permanent incumbent.

i) BC Agents Certification- All the CSPs/KOs/Sub KOs deployed by the BCs to obtain mandatory BC certification from Indian Institute of Banking and Finance (IIBF) as per Reserve Bank of India guidelines/IIBF.

Any CSP/KO working as a Recovery Agent, to undergo certificate examination for Debt Recovery Agent conducted by IIBF.

j) Further, SP specifically agrees that it shall allow access to Reserve Bank of India (RBI) or persons authorized by RBI or its employees/officers or other persons to inspect and access the documents, accounts, records of transactions and all necessary information in possession of, or stored or processed by the SP within a reasonable time. The persons authorized by RBI shall have right to obtain copies of the records, information etc. in possession of SP. SP further agrees that in case access is not allowed to the persons authorized by RBI for the purposes of inspection which results in imposition of supervisory fees by RBI upon the Bank, and the Bank is required to pay such supervisory fees to RBI, SP shall be liable to reimburse to the Bank such fees including any penalty, interest levied and recovered by RBI.

k) Opening of Accounts - The CSP shall be required to open saving accounts, BSBD Accounts, Recurring deposit Accounts, Fixed deposit Accounts, any other accounts as desired by the Bank from time to time at the Kiosks. The CSP shall be required to complete documentation for opening accounts. These accounts will be opened through laptop at Kiosks and CSP shall submit hard copies of the account opening form along with photograph to the link Branch.

l) Remittances - CSP shall accept request of customers of the Bank/other banks through AEPS/IMPS/ NEFT etc. for remittance to accounts in Banks branches at other centers or other Banks and complete the transaction at Kiosks.

m) Cash Handling and Insurance - All receipt and payment transactions shall be made through the

settlement account of BC. The BC shall be required to open settlement account. The responsibility of cash insurance for cash in hand with the CSPs and cash in transit will be the responsibility of the SP/BC and Bank will not in any way be liable for any mishap or cash loss.

n) Transactions Authentication - All transactions requiring dual signature authentication for SHGs shall be required to be authenticated through audit trail of the operator and biometric identification of the customer through Aadhaar or any other means agreed to with the bank. The customer shall be provided with print receipts of the transaction done by the customer.

o) Identity Card - The CSP shall also be issued identity card along with photograph with unique personal identification number and name and address printed on it by the BC, duly authenticated by the BC. The identity card shall be required at the time of transaction/remittance.

p) Code of Ethics - Security Breaches - The applicant shall have to ensure that the CSPs are specifically prohibited from charging any fee / commission to the Customers for services rendered by them on behalf of the bank. The BC/CSP shall acknowledge that only Bank is permitted to collect any fee/service charges/ commission from the Customers and in the event the Bank communicates its decision to the BC to collect such fee/service charges/commission from the Customers, then the same shall be collected by the CSPs on behalf of the Bank through the IT enabled transaction at Kiosks.

- The products and processes shall be approved by the Bank and BC/CSP shall not introduce any product/process without the approval of the Bank.
- Financial services offered by the CSP shall not be tied to the sale of any product of applicant (BC).

The applicant shall be responsible to have necessary Business Continuity Plan (BCP) in place to ensure uninterrupted service in case any of the employees engaged by the applicant, leaves their services for whatsoever reason and shall be informed to bank to safeguard the bank's interest and shall indemnify the Bank against any loss incurred by the Bank due to non-functioning of the Kiosks.

- i. The applicant and their respective officers, employees, agents and advisers shall observe the highest standard of ethics during the application Process. Notwithstanding anything to the contrary contained herein, the Bank shall reject application without being liable in any manner whatsoever to the applicant if it determines that the applicant has, directly or indirectly or through an agent, engaged in corrupt/fraudulent/coercive/undesirable or restrictive practices in the application.
- ii. Applicants 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 applicant 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 an 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 service procurement process or affect the execution of a contract;
- (d) **“Anti-competitive practice”** means any collusion, application rigging or anti-competitive arrangement, or any other practice coming under the purview of the Competition Act, 2002, between two or more applicants, with or without the knowledge of the Bank, that may impair the transparency, fairness and the progress of the service procurement process or to establish application 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 Applicants and their eligibility to participate in the Bank’s procurement of services is subject to compliance with code of integrity and performance in contracts and as per terms and conditions of contracts.

(a) Debarment from participation including removal from empanelled list

Debarment of a delinquent Service provider (including their related entities) including removal from empanelment, wherever such Service provider is empaneled, due to severe deficiencies in performance or other serious transgressions. Reasons which may justify debarment and/or removal of the Service provider from the list of empaneled service providers are:

- Without prejudice to the rights of the Bank, if an applicant 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 application process, such applicant shall not be eligible to participate.
- If Service provider ceases to exist or ceases to operate in the category of requirements for which it is empaneled;
- Bankruptcy or insolvency on the part of the service provider as declared by a court of law; or
- Banning by Ministry/Department or any other Government agency;
- Other than in situations of force majeure, technically qualified applicant withdraws from the engagement process or after being declared as successful applicant: (i) withdraws from the process; (ii) fails to enter into the Contract; or (iii) fails to provide guarantee or any other document or security required in terms of the RFP documents;
- If the Central Bureau of Investigation/CVC/C&AG or Vigilance Department of the Bank or any other investigating agency recommends such a course in respect of a case under investigation;
- Any other ground, based on which the Bank considers, that continuation of Contract is not in public interest.

(b) Alternative/Multiple/ Consortium applications shall not be considered at all.

q) **Confidentiality:** Any data generated directly or indirectly, or procured by the BC/CSP in performing their respective obligations in terms of this Agreement, including, without limitation, Customer names, addresses, transaction details and other such information (Customer Information), shall be and remain during the term of this Agreement and thereafter the property of the Bank and shall be kept confidential and the BC/CSP shall have no rights or interest in the Customer Information and shall promptly provide all Customer Information to the Bank in the form in which such data is maintained by the BC/CSP, and if the Bank so elects, destroy the Customer Information. The BC/CSP will not use the Customer Information and shall ensure that the CSP or its employees do not use the Customer Information for any purpose other than that of providing the Services, nor Customer Information, or any part thereof, will be disclosed, sold, assigned, leased, licensed or otherwise disposed of to third parties by the BC, or commercially exploited by or on behalf of the CSP, their affiliates, their employees or agents. The BC/CSP will ensure that the CSP shall not possess or assert any lien or other right against or to the Customer Information. The furnishing of or access to such Customer Information by the CSP will not grant to the CSP any express or implied license to or interest in the Customer Information. The BC/CSP hereby waives any interest, title, lien or right to any such Customer Information and shall obtain such waiver from CSP. The Customer Information shall be used and handled in accordance with its obligations under this Clause, all data privacy and protection laws and regulations as well as the Bank's data privacy requirements as set forth hereinabove. The BC/CSP shall be fully responsible for any breach of data confidentiality of customer related information. This liability shall be applicable even after the contract expires and gets terminated.

r) Further,

- The BC/CSP shall execute a non-disclosure and integrity pact.
- The BC/CSP shall have to ensure, that they will disclose forthwith, instances of security breaches, if any, to the bank without delay.
- The BC/CSP shall ensure that they shall not demand, collect/recover any commission/service charges or other monies from the Customers introduced by them to the Bank under this arrangement.
- The BC/SP shall act prudently and shall exercise all due diligence in carrying out its duties and obligations under this agreement.
- The BC/CSP shall ensure that it shall treat all the borrowers/customers with dignity and respect and follow cardinal principles of the Bank/RBI, follow ethical policies/practices.
- The BC/CSP is fully aware that public shall have the freedom to use Banking facilities by approaching the Bank directly even though facilities of Kiosks are available in the locality. Hence the BC/CSP shall not directly or indirectly convey or create an impression among public that the Bank cannot be approached other than through Kiosks.
- The Bank shall be within its rights to enter into similar arrangement with any other persons / Entity/organization for BCs/CSPs.

s) **BC Remuneration:** The details of remuneration as on date are as stated in Annexure-4, subject to change/modification as decided by the Bank from time to time.

5. **ELIGIBLE ENTITIES**

RFP is open to all entities which meets the eligibility criteria as given in **Annexure-2** of this document. The applicant has to submit the necessary documents substantiating eligibility criteria as mentioned in this RFP document. The following eligibility criteria for participation in the RFP are proposed to ensure that the applicant is a quality player with a wide support base:

- a) NGOs/MFIs set up under Indian Societies/Trust Acts and Section 25 of Companies Act.
- b) Cooperative Societies registered under mutually aided Cooperative Societies/Cooperative Societies Acts of States/Multi State Cooperative Societies Act.
- c) Post Offices.
- d) Companies registered under the Indian Companies Act 1956/2013, with large and widespread retail outlets, excluding Non-Banking Financial Companies (NBFCs-Deposit taking).
- e) NBFCs (Non-Deposit taking), RBI registered NBFC (Non-Deposit taking) entities with asset

size of Rs. 50 crore and above.

- f) Payment Banks.
- i. Any bidder from a country which shares a land border with India will be eligible to bid in this RFP only if the bidder is registered with Department of Promotion of Industry and Internal Trade (DPIIT). Bidder for the purpose of this RFP (including the term 'Business Correspondent', 'Service Provider', 'Applicant', or 'bidder') means any firm or person or company, including any member of a consortium or joint venture, every artificial juridical person not falling in any of the descriptions stated hereinbefore, including any agency Branch or office controlled by such person, participating in a bidding process. Bidder from a country which shares a land border with India" for the purpose of this RFP means:
- a) An entity incorporated, established or registered in such a country; or
 - b) A subsidiary of an entity incorporated, established or registered in such a country or
 - c) An entity substantially controlled through entities incorporated, established or registered in such a country or
 - d) An entity whose beneficial owner is situated in such a country or
 - e) An Indian agent of such an entity or
 - f) A natural person who is a citizen of such a country or
 - g) A consortium or joint venture where any member of the consortium or joint venture falls under any of the above
- ii. The beneficial owner for the purpose of i (d) above will be as under:
- a) In case of a company or limited liability partnership, the beneficial owner is the natural person(s) who, whether acting alone or together, or through one or more judicial person, has a controlling ownership interest or who exercises control through Controlling ownership interest" means ownership of or entitlement to more than twenty five percent of shares or capital or profits of the company. Control shall include the right to appoint majority of the directors or to control the management or policy decisions including by virtue of their shareholdings or management rights or shareholders agreements or voting agreements.
 - b) In case of a partnership firm, the beneficial owner is the natural person(s) who, whether acting alone or together, or through one or more juridical person, has ownership of entitlement to more than fifteen percent of capital or profits of the partnership.
 - c) In case of an unincorporated association or body of individuals, the beneficial owner is the natural person(s), who whether acting alone or together, or through one or more juridical person, has ownership of or entitlement to more than fifteen percent of the property or capital or profits of such association or body of individuals.
 - d) Where no natural person is identified under para ii. above, the beneficial owner is the relevant natural person who holds the position of senior managing official
 - e) In case of a trust, the identification of beneficial owner(s) shall include identification of the author of the trust, the trustee, the beneficiaries with fifteen percent or more interest in the trust and any other natural person exercising ultimate effective control over the trust through a chain of control or ownership.
- iii. An agent for the purpose of para i(e) above, is a person employed to do any act for another, or to represent another in dealings with third person.
- iv. For works contract including turnkey contracts the successful bidder shall not be allowed to sub-contract works to any contractor from a country which shares a land border with India unless such contractor is registered with DPIIT.

- v. The Bidder shall also submit a CERTIFICATE regarding restrictions on procurement from a bidder of a country which shares a land border with India along with its application/proposal (Annexure-9) duly signed by the Bidder and witnessed by two persons. The Certificate shall be stamped as applicable in the State where it is executed. Applications submitted without such certificate, as per the format (Annexure-9) provided in RFP, shall not be considered and would be outrightly rejected.

6. APPLICATION FEE

Application Fee of Rs. 25,000/- (i.e. Rupees Twenty-Five Thousand only) should be deposited by way of NEFT to Account 'STATE BANK OF INDIA, RFP No. RBA/FIMM/2021-22/1' Account No. 40126430896 with SBI New Delhi Main Branch (IFSC - SBIN0000691) separately along with RFP response (UTR No. to be provided). The Bank may at its discretion reject any application where the application money has not been furnished with the RFP response. Concession as per MSMED Act will be extended to eligible MSE applicants.

The participating Applicants shall bear all the costs incurred in connection with or relating to their Application including but not limited to preparation, copying, postage, delivery fees, expenses associated with any demonstration or presentations which may be required by the Bank or any other costs incurred in connection with or relating to their Application. The Bank shall not be liable in any manner whatsoever for the same or for any other costs or other expenses incurred by an applicant regardless of the conduct or outcome of the application process.

Clarification and amendments on RFP/Pre-Bid Meeting

- i. Applicants requiring any clarification of the RFP Document may notify the Bank in writing strictly as per the format given in Annexure-12 at the address/by e-mail given in part I of this document 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. Applicants may request clarifications on any clause of the RFP document at the pre-bid meeting. Any such request for clarification must be sent via email to rfpadmin.rba@sbi.co.in, before the stipulated date. All such queries by e-mail should be received in the suggested template (Annexure-12), on or before the time stipulated for the said purpose in the Time Schedule for RFP process. SBI shall clarify all such queries in the pre-bid meeting or may choose to reply by e-mail to individual queries. However, it may be noted that non-receipt of reply to the queries raised by an interested entity shall not be accepted as a valid reason for non-submission of offer or delayed submission. Similarly, non-reply to any query may not be deemed as an acceptance of the issue by the Bank. Should SBI deem it necessary to amend the RFP as a result of a clarification or otherwise, it shall do so following the procedure under para v below.
- iv. 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.
- v. SBI reserves the right to amend, rescind or reissue the RFP, at any time prior to the deadline for submission of Bids. The Bank, for any reason, whether, on its own initiative or in response to a clarification requested by a prospective Bidder, may modify the bidding Document, by amendment which will be made available to the Bidders by way of corrigendum/addendum. The interested parties/Applicants are advised to check the Bank's website regularly till the date of submission of proposals specified in the schedule of events/email and ensure that clarifications / amendments issued by the Bank, if any, have been taken into consideration before submitting the Application. Such amendments/clarifications, if any, issued by the Bank will be binding on the participating Applicants. Bank will not take any responsibility for any such omissions by the Applicant. SBI, at its own discretion, may extend the deadline for submission of Applications in order to allow prospective

Applicants a reasonable time to prepare the application, for taking the amendment into account. SBI also reserves the right to rescind or reissue the RFP. Nothing in this RFP or any addenda/corrigenda or clarifications issued in connection thereto is intended to relieve Applicants from forming their own opinions and conclusions in respect of the matters addresses in this RFP or any addenda/corrigenda or clarifications issued in connection thereto.

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

Contents of Bid documents :

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

7. EARNEST MONEY DEPOSIT (EMD)

Applicant is required to pay Rs. 10.00 lakh (Rs. Ten Lakhs only) as refundable Earnest Money Deposit. EMD should be deposited by way of NEFT to Account 'STATE BANK OF INDIA, RFP No. RBA/FIMM/2021-22/1' Account No. 40126430896 with SBI New Delhi Main Branch (IFSC - SBIN0000691) at the time of submission of application (UTR No. to be provided). Cheque will not be accepted. No interest shall be paid on Earnest Money Deposit.

Applications without Earnest Money deposit for the specified amount and application document cost shall be rejected forthwith as Non-responsive.

EMD amount will be returned to the unsuccessful applicants along with intimation by the bank that their application has not been successful.

For the successful applicants, the EMD amount will be converted to an interest-bearing security deposit till the tenure of the contract and refunded only after expiry/termination of the contract within 3 months of such expiry or intimation regarding termination of contract.

- i) The Applicant 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 Applicant's conduct.
- iii) EMD should be deposited by way of NEFT to Account 'STATE BANK OF INDIA, RFP No. RBA/FIMM/2021-22/1' Account No. 40126430896 with SBI New Delhi Main Branch (Code 0691).
- iv) Any Application 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 Applicant(s) would be refunded by the Bank within 2 weeks of the Applicant being notified as being unsuccessful.
- vi) **The EMD may be forfeited:**
 - (a) if an applicant withdraws his Application anytime; or
 - (b) if an applicant makes any statement or encloses any form which turns out to be false / incorrect at any time prior to signing of Contract; or
 - (c) if the successful Applicant fails to accept Bank's offer and/or sign the Contract with the Bank or furnish Bank Guarantee/Security, within the specified time period in the RFP.
- vii) If EMD is forfeited for any reasons mentioned above, the concerned Applicant may be debarred from participating in the RFPs floated by the Bank/this department, in future, as per sole discretion of the Bank.
- viii) Concession as per MSMED Act will be extended to MSE vendors

8. APPLICATION PREPARATION AND SUBMISSION

The applications containing relevant details with a covering Letter shall be submitted in a sealed envelope super scribing "**APPLICATION FOR ENGAGEMENT OF CORPORATE BUSINESS CORRESPONDENT FOR FINANCIAL INCLUSION - BANKING SERVICE THROUGH KIOSKS: RFP REFERENCE NO. RBA/FIMM/2021-22/1 Date: 10.04.2021**". **Applications with enclosures to be submitted in hard copy only.**

- i) **The below given Annexure should accompany the application:**
 - Index of all the documents, letters, application forms etc. submitted in response to RFP along with page numbers.
 - The Covering letter specimen as given in Annexure-1.
 - Annexure-1 (Part 2) (Application Form) duly signed by the authorized signatory on Applicant's letter head.
 - Application Fee and Earnest Money Deposit (DD of Application Fee and EMD as specified in this document)
 - Company profile and performance.
 - Profile of Directors.

STATE BANK OF INDIA

- Articles of Association and Memorandum of Association, Bye Laws etc.
 - Audited Balance Sheet and Profit and Loss Account of the applicant as well as parent/holding Company for last three years.
 - Company Secretary/Chartered Accountant /Certificate with regard to details of the Company and manpower employed/engaged by the company as per Annexure-15.
 - Net worth of the company.
 - 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 Application document.
 - Specific response with supporting documents in respect of Eligibility Criteria as mentioned in Annexure-2.
 - Evaluation and Assessment matrix - Annexure-3 duly signed by the authorized signatory.
 - Acknowledgement letter as per Annexure-8 duly signed by the authorized signatory on Applicant's letter head.
 - The Application/Proposal 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 Applicant and stamped with the official stamp of the Applicant. Board resolution authorizing representative to submit the Application and make commitments on behalf of the Applicant is to be attached.
 - If deemed necessary, the Bank may seek clarifications on any aspect from the Applicant. However, that would not entitle the Applicant to change or cause any change in the substances of the Application already submitted.
 - The Applicant may also be asked to give presentation for the purpose of clarification of the Application.
 - The Applicant must provide specific and factual replies to the points raised in the RFP.
 - The Application shall be typed or written in indelible ink and shall be signed by the Applicant or a person or persons duly authorized to bind the Applicant to the Contract.
 - All the enclosures/annexures (Application) shall be serially numbered with rubber stamp of the participating Applicant. The person or persons signing the Application shall initial all pages of the Application
 - Any inter-lineation, erasures or overwriting shall be valid **only** if these are initialed by the person signing the Application.
 - The Application document/proposal shall be spirally bound.
 - The sealed envelopes shall be addressed to the Bank and delivered at the address given in this RFP and should have name and address of the Applicant on the cover.
- ii No legal relationship - No binding legal relationship will exist between the applicant and the Bank until execution of a contractual agreement (as per Annexure 14) to the full satisfaction of

the Bank.

- iii Applicant obligation to inform – The Applicant must apply its own care and conduct its own investigation and analysis regarding any information contained in the RFP document and the meaning and impact of that information.
- iv Evaluation of offers - Each Applicant acknowledges and accepts that the Bank may, in its sole and absolute discretion, apply whatever criteria it deems appropriate in the selection of applicant, not limited to those selection criteria set out in this RFP document. The issuance of RFP document is merely an invitation to offer and must not be construed as any agreement or contract or arrangement nor it would be construed as any investigation or review carried out by an entity. The entity unconditionally acknowledges by submitting its response to this RFP document that it has not relied on any idea, information, statement, representation, or warranty given in this RFP document.
- v Acceptance of terms - An Applicant will, by responding to the Bank's RFP document, be deemed to have accepted the terms as stated in this RFP document.
- vi RFP Closing Date - RFP Response should be received by the Bank at RB-Alliance, FI&MM, SBI Corporate Centre, 2nd Floor, NBCC Place, Lodhi Road, New Delhi-110003 not later than 07.05.2021 at 3PM.
- vii Registration of RFP Response - Registration of RFP response will be effected by the bank by making an entry in a separate register kept for the purpose upon Bank receiving the RFP response in the above manner. The registration must contain all documents, information, and details required by this RFP. The submission should be in the format outlined in this RFP. If the submission to this RFP does not include all the documents and information required or is incomplete or submission is through E-mail mode, the RFP is liable to be summarily rejected. All submissions, including any accompanying documents, will become the property of the Bank. The entity shall be deemed to have licensed and granted all rights to the Bank to reproduce the whole or any portion of their submission for the purpose of evaluation, to disclose the contents of the submission to other Recipients who have registered a submission and to disclose and/or use the contents of the submission as the basis for any resulting RFP process, notwithstanding any copyright or other intellectual property right of the Recipient that may subsist in the submission or accompanying documents. Bank's decision on opening and further processing of applications irrespective of minimum number of applications received in the application, will be final and binding.
- viii Notification - Bank will notify the applicants in writing about the outcome of the RFP evaluation process, including whether the entity's RFP response has been accepted or rejected. Bank is not obliged to provide any reasons for any such acceptance or rejection.
- ix Disqualification - Any form of canvassing/lobbying/influence/query regarding short listing, status etc. will result in a disqualification.
- x Timeframe - The following is an indicative time frame for the overall selection process. The Bank reserves the right to vary this time frame at its absolute and sole discretion and without providing any notice/intimation or reasons thereof. Changes to the timeframe will be relayed to the affected Applicants during the process.

RFP Issuance Date	10.04.2021
Last date of submitting queries	23.04.2021 Up to 3:00 PM
Last date of submission of RFP	07.05.2021 Up to 03.00 PM
Opening of Applications received*	10.05.2021 – 1.00 PM

{*Applicant or representative of applicant may be present at the time of opening of application

virtually}

- xi Result would be communicated separately to the applicant within 90 days of last date of submission of application, unless a decision to extend the process is taken by the Bank. Interested parties are expected to adhere to the timelines mentioned above. However, the Bank reserves the right to change the aforementioned timelines as per requirement and exigencies. The RFP document will be available on the Bank's web-site www.sbi.co.in till last date of submission. No hard copy of RFP document will be provided.
- xii The bank reserves the right to cancel/scrap the RFP process without assigning any reason and the applicants will not have any right to oppose the scrapping of the RFP process or demand any interest on the EMD or refund of application money.
- xiii In the event of the RFP process being cancelled or scrapped the EMD will be returned to the applicant along with intimation of the RFP process being cancelled/scrapped.
- xiv The Bank reserves the right to reject applications not conforming to above.

9. DEADLINE FOR APPLICATION SUBMISSION

Applications must be submitted not later than the specified date and time mentioned in the document. If the specified date of submission of applications being declared a holiday by the bank, the applications will be received up to the specified time in the next working day. The bank may, at its discretion, extend this deadline for submission of applications by amending the application documents, in which case all rights and obligations of the Bank and applicants, previously subject to the deadline, will thereafter be subject to the deadline extended. Any application received after the deadline for submission of applications prescribed, will be rejected and returned unopened to the Applicants.

All the correspondence should be addressed to Bank at the following address: The Deputy General Manager, RB-Alliance, FI&MM, SBI Corporate Centre, 2nd Floor, NBCC Place, Lodhi Road, New Delhi-110003.

10. MODIFICATION AND WITHDRAWAL OF APPLICATIONS

Applications once submitted will be treated as final and no further correspondence will be entertained on this. No application will be modified after the deadline for submission of applications. No applicant shall be allowed to withdraw the application, if applicant happens to be successful applicant.

11. CONTACTING THE BANK

Any effort by an applicant to influence the Bank in evaluation of the application, application comparison or contract award decision may result in the rejection of the applicant's application. Banks decision will be final and without prejudice and will be binding on all parties. Applicants are also advised not to indulge in any unnecessary meetings or communications with Bank Officials. Any information necessary for the applicants will be communicated to them through e-mails.

12. BANK'S RIGHT TO ACCEPT ANY APPLICATION AND TO REJECT ANY OR ALL APPLICATIONS

The Bank reserves the absolute and unconditional right to reject the response to this RFP if it is not in accordance with its requirements and no correspondence will be entertained by the Bank in the matter. Proposals received from Respondents are liable to be rejected if:

- It is not in conformity with the instructions mentioned in the RFP document.
- It is not accompanied by the requisite Application Fee and Earnest Money Deposit (EMD).
- It is not properly or duly signed.
- It is received through email.
- It is received after expiry of the due date and time.
- It is incomplete including non- furnishing the required documents.
- It is evasive or contains incorrect information.
- There is canvassing of any kind.
- It is submitted anywhere other than the place mentioned in the RFP.
- Any other reason which the Bank in its sole discretion considers fit to reject the application

13. APPLICATION EVALUATION & SELECTION PROCESS

13.1 Opening of Applications

- i All Applications received up to the specified time and date will be opened for initial evaluation on the time and date mentioned in the schedule of events available in this document. The Applications will be opened in the presence of representatives of the Applicants who choose to attend the same. However, Applications may be opened even in the absence of representatives of one or more of the Applicants. The Bank may, at its sole discretion decide to open the Applications in the virtual presence of the representative of the bidders. The link for the same shall be updated on the bank's corporate website (www.sbi.co.in and bank.sbi).
- ii The Bank will examine the Applications to determine whether they are complete, required formats have been furnished, the documents have been properly signed, EMD for the desired amount and validity period is available and the Applications are generally in order. The Bank may, at its discretion waive any minor non-conformity or irregularity in an Application which does not constitute a material deviation.
- iii After opening of the Applications and preliminary evaluation, some or all the Applicants may be asked to make presentations on the service proposed to be offered by them.
- iv If any Application is not found responsive, it will be rejected by the Bank and will not subsequently be made responsive by the Applicant by correction of the non-conformity.

13.2 Evaluation:

- i Evaluation of only those applications will be carried out which are prima facie found to be responsive and where all the required papers and EMD, Affidavits etc. have been furnished. Before evaluation, the bank will examine the applications to determine whether they are complete, whether required information have been provided as underlined in the application document, whether the documents have been properly signed, and whether applications are generally in order. The bank will reject the application determined as not substantially responsive.

- ii Evaluation will include information submitted as per application format, demonstration of proposed services, reference calls and site visits, wherever required. The applicant may highlight the noteworthy/superior features of their services. The applicant will, at Bank's discretion, demonstrate/substantiate all claims made in the application to the satisfaction of the Bank, at their cost.
- iii During evaluation and comparison of applications, the Bank may, at its discretion ask the applicants for clarification on the applications received. The request for clarifications shall be in writing.
- iv The Bank reserves the right to evaluate the Applications on technical & functional parameters including factory/work place visit and witness demos of the system and verify functionalities, response times, etc.

13.3 Application Evaluation Criteria and Selection of BC's (Annexure - 3 of this document)

To assist in the examination, evaluation and comparison of applications the Bank may, at its discretion, ask the applicant for clarification and response shall be submitted in writing, duly signed & stamped by the authorized signatory. The clarification and response received from applicant will be subsequently part of application submitted by that applicant.

- i Applications received will be evaluated based on parameters laid down in Annexure-3 of this document.
- ii The applicant not complying with any of the eligibility conditions will not be considered for further evaluation and the application will be rejected outright.
- iii Applicants will qualify based on the Bank's internal assessment.
- iv The parameters for evaluation are given in Annexure-3.

13.4 Selection Of BCs:

An order of Merit/Merit List will be prepared and published by the Bank based on the evaluation parameters/Scoring Matrix after completion of the Evaluation Process and around 15 companies/entities scoring the highest marks in the evaluation/scoring Matrix will be engaged as BC's. However, the number of BCs may be increased/decreased as per the Bank's business requirements solely at its discretion.

- i In case, two applicants scores tie, both the applicants will be treated at par.
- ii Bank's discretion will be final relating to number of applicants to be shortlisted/engaged.
- iii Bank will notify successful applicants in writing. The selected applicant has to return the duplicate copy of the same to the Bank within **15 working days**, duly accepted, Stamped and Signed by Authorized Signatory in token of acceptance, failing which Bank may take appropriate action including rejection of the Application and awarding the work to other applicants, as well as debarring the said applicant from participating in further RFP's/Tenders of the Bank.
- iv In case if any/some of the selected companies/entities fails to enter into the contract or furnish the BG/Security deposit within the stipulated timelines or fails to comply with the requirements/terms and conditions of this RFP it shall constitute sufficient grounds for the annulment of the award and forfeiture of the EMD and/or BG as well debarment of the applicants. In such situations, the Bank

reserves/shall have the absolute right to engage the other applicants and award the work/services to them in the order of merit/as per the order of merit.

- v The successful applicant will have to submit a Non-Disclosure Agreement (strictly on the lines of format given in Annexure-6 of this RFP), Bank Guarantee for the amount and validity as desired in this RFP together with acceptance of all terms and conditions of RFP.
- vi 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.
- vii The successful Applicant shall be required to enter into a Contract with the Bank and submit the Bank Guarantee, as per delivery schedule and milestones prescribed in Annexure "14".
- viii The Bank reserves the right to amend the terms and conditions of the Contract as well as stipulate, at the time of finalization of the Contract, any other document(s) to be enclosed as a part of the final Contract.
- ix Failure of the successful Applicant 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 as well debarment of the applicant.
- x Upon notification of award to the successful Applicant, the Bank will promptly notify the award of contract to the successful Applicant on the Bank's website. The EMD of each unsuccessful Applicant will be returned.
- xi Until the execution of a formal contract as per Annexure-18, the RFP document, together with the Bank's notification of award and the Applicant's acceptance thereof, would constitute a binding contract between the Bank and the successful applicant.
- xii There will be strict adherence to the guidelines on the Office Memorandum issued by Ministry of Finance on the Insertion of Rule 144 (xi) in the General Financial Rules (GFRs), 2017 dated 23 July 2020 and amendments & clarifications hereto regarding restrictions on procurement from a bidder of a country which shares a land border with India and on sub-contracting to contractors from such countries. The applicants to provide the declaration as per enclosed Annexure-9.

14. POWERS TO VARY OR OMIT WORK

- i No alterations, amendments, omissions, additions, suspensions or variations of the work/services (hereinafter referred to as variation) under the RFP/contract shall be made by the successful Applicants 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 Applicant to make any variation without prejudice to the contract. The selected Applicants 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 selected Applicants, if carried out, prevent it from fulfilling any of its obligations under the contract, it shall notify Bank thereof in writing with reasons for holding such opinion and Bank shall instruct the successful applicants to make such other modified variation without prejudice to the contract. The selected Applicants 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 Applicant's obligations shall be modified to such an extent as may be mutually agreed, if such variation is

substantial and involves considerable extra cost. Any agreed difference in cost occasioned by such variation shall be added to or deducted as the case may be.

- ii In any case in which the successful Applicants 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 Applicants, 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 price, before the selected Applicants proceeds with the change. In all the above cases, in the event of a disagreement as to the reasonableness of the said sum, the decision of the Bank shall prevail.

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

Neither any sign-off, nor any payment by the Bank for acceptance of the whole or any part of the work, nor any extension of time, nor any possession taken by the Bank shall affect or prejudice the rights of Bank against the selected Applicants, or relieve the selected Applicants of its obligations for the due performance of the contract, or be interpreted as approval of the work done, or create liability in the Bank to pay for alterations/ amendments/ variations, or discharge the liability of the successful Applicants for the payment of damages whether due, ascertained, or certified or not or any sum against the payment of which it is bound to indemnify the Bank nor shall any such certificate nor the acceptance by it of any such amount paid on account or otherwise affect or prejudice the rights of the successful Applicant against Bank.

v Contract Amendments:

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

15. APPLICATION SECURITY/CANCELLATION OF APPLICATION

SBI reserves the right to accept or reject any or all applications or annul the entire process and reject all applications at any time, without thereby incurring any liability to the affected applicant or applicants or any obligation to inform the affected applicant or applicants of the ground for its action.

16. GOVERNING LAW AND DISPUTES (applicable in case of successful Applicants only)

The Laws governing the RFP/Contract shall be the Laws of India. All disputes or differences whatsoever arising between the parties out of or in connection with the contract or in discharge of any obligation arising out of the Contract (whether during the progress of work or after completion of such work and whether before or after the termination of this contract, abandonment or breach of this contract), shall be settled amicably between the parties. If however, the parties are not able to solve them amicably, then the parties have to seek appropriate remedy in the Competent Courts located at New Delhi. The Competent Courts at New Delhi shall have exclusive jurisdiction in this regard.

17. USE OF CONTRACT DOCUMENTS AND INFORMATION - SIGNING OF NDA

The applicant shall not, without the Banks prior written consent, make use of any document or information provided by the Bank or otherwise except for purposes of performing contract. Successful applicants will have to sign Bank's approved Non-Disclosure Agreement (NDA) as per

Annexure-6.

Right to Verification:

The Bank reserves the right to verify any or all of the statements made by the Applicants in their application documents and to inspect the Applicant's facility, if necessary, to establish to its satisfaction about the Applicant's capacity/capabilities to perform the services. A review of the facility of the selected applicants may also be conducted by the IS Department of the Bank or their representative(s) any time during the contract period.

Right to Audit:

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

18. CONFIDENTIALITY

Applicants acknowledges and agrees that all tangible and intangible information obtained, developed or disclosed including all documents, contract, work order to be issued, data papers and statements and trade secrets of the Bank relating to its business practices and their competitive position in the market place provided to the selected Applicant by the Bank in connection with the performance of obligations of Applicant under the work order to be issued, in part or complete shall be considered to be confidential and proprietary information ("Confidential Information") and shall not be disclosed to any third party/published without the written approval of the Bank.

The Confidential Information will be safe guarded, and Applicant will take all the necessary action to protect it against misuse, loss, destruction, alterations or deletions thereof. In the event of a breach or threatened breach by Applicant of this section, monetary damages may not be an

adequate remedy; therefore, Bank shall be entitled to injunctive relief to restrain Applicant from any such breach, threatened or actual.

Any document, other than the Contract itself, shall remain the property of the Bank and shall be returned (in all copies) to the Bank on completion of the Service provider's performance under the Contract, if so required by the Bank.

The Applicants will, at all times, maintain confidentiality regarding the contents of this RFP and subsequent Agreement and proprietary information including any business, technical or financial information that is, at the time of disclosure, designated in writing as confidential, or would be understood by the Parties, exercising reasonable business judgment, to be confidential.

On termination of the Contract, the Service Provider must immediately return to the Bank or delete or destroy all Confidential Information.

The confidentiality obligations shall survive the expiry or termination of the agreement between the service provider and the Bank.

19. ASSIGNMENT

The applicants shall not be entitled to assign any or all of its rights and or obligations under this RFP and subsequent Agreement to any entity including the service provider's affiliate without the prior written consent of the Bank.

20. NON-DISCLOSURE

By virtue of Contract, as and when it is entered into between the Bank and the successful applicant, and its implementation thereof, the successful applicant may have access to the confidential information and data of the Bank and its customers. The successful applicant will enter into a Non-Disclosure Agreement to maintain the secrecy of Bank's data as per following: -

- That the successful applicant will treat the confidential information as confidential and shall not disclose to any third party. The successful applicant will also agree that its employees, agents, sub-contractors shall maintain confidentiality of the confidential information.
- That the successful applicant will agree that it shall neither use, nor reproduce for use in any way, any confidential information of the Bank without consent of the Bank. That the successful applicant will also agree to protect the confidential information of the Bank with at least the same standard of care and procedures used by them to protect its own confidential Information of similar importance. Without limitation of the foregoing, the successful applicant shall use reasonable efforts to advise the Bank immediately in the event that the successful applicant learns or has reason to believe that any person who has had access to confidential information has violated or intends to violate the terms of the Contract to be entered into between the Bank and the successful applicant, and will reasonably cooperate in seeking injunctive relief against any such person.
- That if the successful applicant hires another person to assist it in the performance of its obligations under the Contract, or assigns any portion of its rights or delegates any portion of its responsibilities or obligations under the Contract to another person, it shall cause its assignee or delegate to be bound to retain the confidentiality of the confidential information in the same manner as the Applicant is bound to maintain the confidentiality. This clause will remain valid even after the termination or expiry of this agreement.
- That the successful applicant will strictly maintain the secrecy of Bank's data.

- The selected Applicants shall execute Non-Disclosure Agreement (NDA) as per Annexure-6. The selected Applicants shall execute the NDA within 7 days from the date of acceptance of letter of appointment.

20.1 Integrity Pact

Each Participating applicant shall submit a Pre-Contract Integrity Pact as per attached Annexure-7 duly stamped as per the stamp duty applicable in the state where it is executed. Integrity pact should be submitted by all participating applicants at the time of submission of Application documents or as per satisfaction of the Bank. The Non-submission of Integrity Pact as per time schedule prescribed by Bank may be relevant ground for disqualification from participating in Application process.

20.2 Indemnity

- a. The Applicant shall indemnify the Bank and keep indemnified against any loss arising out of deficiency in service or fraud, embezzlement of funds committed by the CSP deployed by them or the employees of the applicant or damage caused to bank by misdeeds of the employees of the applicant or any loss / damage that Bank may sustain on account of violation of patent, trademarks, logo etc. by the Applicant by executing an instrument to the effect on a Non-Judicial stamp paper (Annexure-17).
- b. Furthermore, the applicant shall be jointly and severally liable towards the Bank for any breach, non-performance or violation of the terms of this agreement by the applicant, and its employees and, shall keep the Bank, its employees and shareholders harmless and indemnified to the extent of any loss incurred by the Bank on account of omission and commission of the applicant, its employees with respect to all dealings with the customers, pursuant to this Agreement.
- c. The Service Provider shall indemnify the Bank, and shall always keep indemnified and hold the Bank, its employees, personnel, officers, directors, (hereinafter collectively referred to as "Personnel") harmless from and against any and all losses, liabilities, claims, actions, costs and expenses (including attorneys' fees) relating to, resulting directly or indirectly from or in any way arising out of any claim, suit or proceeding brought against the Bank as a result of:
 - The Bank's authorized / bona fide use of the Deliverables and /or the Services provided by the service provider under this RFP; and/or
 - an act or omission of the Service provider and/or its employees, in performance of the obligations
 - under this RFP; and/or
 - claims made by employees who are deployed by the Service provider, against the Bank; and/or
 - claims arising out of employment, non-payment of remuneration and non-provision of statutory benefits by the service provider to its employees
 - breach of any of the term of this RFP or breach of any representation or false representation or inaccurate statement or assurance or covenant or warranty of the service provider under this RFP; and/or
 - any or all Deliverables or Services infringing any patent, trademarks, copyrights or such other Intellectual Property Rights; and/or
 - breach of confidentiality obligations of the service provider contained in this RFP; and/or
 - Negligence or gross misconduct attributable to the service provider or its employees.
- The Service provider shall also indemnify the bank against all losses suffered due to breach of contract and undertake to make good the financial loss caused directly or indirectly by claims brought about by its customer or by third parties.

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- The Service provider have understood that this indemnity would cover all the acts and omissions on the part of personnel /Agents/BCAs and/or false representations and warranties of the BC.
- The Service provider in the event of any claims being made on Bank, on account of any breach of warranty, representations, non-compliance of any applicable law, unauthorized act, fraud, deed or thing done or omitted to be done or undertaking made or deficiency in service by the BC, its employees, officers, agents, the BC will pay on first demand made by Bank of any amount on this account without any demur, contest, protest whatsoever within 15 working days of the demand being made. The Bank may at its discretion settle any or all claims made on it and recover the amount so paid from the BC and /or make deductions from the amount payable by Bank to BC.
- The BC will be liable under the relevant statute, civil and/ or criminal as the case may be, for any malicious acts, negligent acts, wrongful acts, fraudulent acts and/ or offline transactions committed (including those committed by any of its employees, agents, representatives and/or sub-contractors) in the performance of the Services under the RFP/ Agreement and shall not be deemed to be acting on or behalf of the Bank in any manner whatsoever to the extent of such acts and/or transactions.
- Indemnity would cover damages, loss or liabilities suffered by the Bank arising out of claims made by customer and / or regulatory authorities for reasons attributable to breach of obligations under this RFP and subsequent agreement by the Applicant.

20.3 Obligations of the selected BC's (Successful Applicants)

- I. The 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. The 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. The 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 the Service Provider's negligence. The Service Provider will pay all indemnities arising from such incidents and will not hold the Bank responsible or obligated.
- IV. The service provider is responsible for managing the activities of its personnel or sub-contracted personnel (where permitted) and will hold itself responsible for any misdemeanors.
- V. The service provider shall treat as confidential all data and information about SBI, obtained in the process of executing its responsibilities, in strict confidence and will not reveal such information to any other party without prior written approval of the Bank as explained under 'Non-Disclosure Agreement' in Annexure-6 of this document.

21. FULFILMENT OF CONTRACT AND DURATION OF CONTRACT

- i Bank will enter into a contract with the Successful Applicants initially for a period of 12 months' subject to review thereafter or as decided by the Bank,
- ii Bank reserves right to cancel the contract at any time.
- iii Notwithstanding the afore stated, the Bank shall be entitled to terminate the Agreement forthwith (a) pursuant to guidelines, rules, regulations, notifications, orders issued by the RBI/Government of India or any other statutory authority (b) upon violation by the BC/CSP of

any provisions of guidelines, rules, regulations, notifications, orders issued by the RBI/ Government of India from time to time.

- iv The BC/SP shall ensure to comply with the provisions of all the applicable laws, concerning or in relation to rendering of services by BC/SP as envisaged under this RFP.
- v The selected BC/SP will have to undertake to comply with all prevailing laws including Labour Welfare Laws and regulations in India relevant for such work undertaken.
- vi The BC shall ensure that the employees of BC shall be the employees of the BC and shall at all times remain the employees/contractors of the BC and such employees shall not be entitled to any benefits of employment available to the employees of the Bank. The BC shall ensure that its employees are duly informed of such status and shall be responsible for its employees as required under various statutory regulations and guidelines as may be applicable to them under such statutes.

22. SECURITY DEPOSIT/PERFORMANCE BANK GUARANTEE

Security deposit in the form of fixed deposit or Performance Bank Guarantee (PBG) shall be submitted from BCs @ Rs.10.00 Lakhs for every block of 1000 CSPs or part thereof. For the next block of 1000 CSPs or part thereof, additional security deposit of Rs.10.00 Lakhs will be obtained.

(e.g. 1 to 1000 CSPs: Rs.10.00 Lacs

1001 to 2000 CSPs additional Rs.10.00 lacs i.e. total of Rs.20.00 lacs)

Security deposit (lien marked in favor of Bank) should be kept in the form of STDR for a period of 5 years or Bank Guarantee for 5 years and kept under safe custody.

Performance Bank Guarantee of the amount with 5 years validity period strictly on the format at Annexure-11 is to be submitted by the finally selected Applicant as above in lieu of Fixed Deposit. The Performance Bank Guarantee (PBG) has to be issued by a Scheduled Commercial Bank other than SBI and needs to be submitted within the specified time of receipt of formal communication from the Bank about their Application finally selected. Work order will be released only after receipt of the Performance Bank Guarantee/Fixed Deposit.

The PBG/Fixed Deposit is required to protect the interest of the Bank against the risk of non-performance of the successful applicant in respect of successful implementation of the work/services which may warrant invoking/liquidation of PBG/Fixed Deposit, also if any act of the successful applicants results in imposition of Liquidated Damages then also the Bank reserves the right to invoke/liquidate the PBG/Fixed Deposit.

If at any stage, Bank finds that the documents submitted by a selected applicant are found to be false in any way, in other words, if all services as mentioned under Scope of Work, are not being provided by the applicant OR if at any stage, Bank finds that a selected applicant has submitted any kind of false Certifications or Declarations, Bank has the right to reassign the work to the other applicants and the applicant who has submitted false documents/declarations will be debarred/expelled for executing the work further and Bank has the right to invoke/liquidate its Performance Bank Guarantee/Fixed Deposit.

23. TIMELINES

The timelines for allotment of CSPs at various centres will be decided by the Bank.

24. SUB-CONTRACTING

SP/BC may render the services through Sub-Contractors (CSPs) subject to the condition that SP/BC shall obtain prior written approval of the Bank before engaging CSPs. Bank at its own discretion may

permit or deny the same and the bidder shall not be entitled to dispute the decision of the Bank in any manner. Notwithstanding approval of the Bank for Sub-Contracting, SP shall remain liable to the Bank for acts/omissions of its agents (CSPs). Before engaging CSPs, the Service Provider (BCs) shall carry out due diligence process on the CSPs to the satisfaction of the Bank and Bank should have access to such records. In the event of sub-contracting, the SP shall ensure that suitable documents including confidentiality agreement are obtained from the sub-contractor (CSPs) and the SP/BC shall ensure that the secrecy and faith of Bank's data/processes is maintained.

- a) In case of subcontracting is permitted, Service Provider is responsible for all the Services provided to the Bank regardless of which entity is conducting the operations. Service Provider is also responsible for ensuring that the sub-contractor comply with all security/confidentiality requirements and other terms and conditions as applicable to Service Provider mentioned in this Agreement. Bank reserves the right to conduct independent audit in this regard.
- b) Before engaging the CSPs, the Service Provider shall carry out due diligence process on sub-contracting/ sub-contractor to the satisfaction of the Bank and Bank shall have access to such records.
- c) In the event of sub-contracting, the Service Provider shall ensure that suitable documents including confidentiality agreement are obtained from the sub-contractor and the Service Provider shall ensure that the secrecy, security and safety of Bank's data / processes is maintained.
- d) Service Provider shall provide subcontracting details to the Bank and if required, Bank may evaluate the same.
- e) The Bank reserves the right to ask Service Provider and Service provider shall change/ amend the clause(s) entered between Service Provider and Subcontractor for Bank's suitability.

Successful Applicants shall not be allowed to sub-contract works to any contractor from a country which shares a land border with India unless such contractor is registered with DPIIT.

In case sub-contracting is permitted by the Bank, the Successful applicant shall also furnish a certificate in the below format to the Bank

"I have read the clause regarding restrictions on procurement from a bidder of a country which shares a land border with India and on sub-contracting to contractors from such countries; I certify that this bidder is not from such a country or if from such a country, has been registered with DPIIT and will not sub contract any work to a contractor from such countries unless such contractor is registered with DPIIT. I certify that the bidder fulfills all requirements in this regard and is eligible to be considered."

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

25. COMMISSION TO BCs

- a) In line with RBI guidelines, the agreement with the BCs will specifically prohibit them from charging any fee from the customers directly for services rendered by them on behalf of the bank.
- b) BCs will be given targets for the various products marketed by them and will be eligible for incentives. The structure of commission payable will be decided by the Bank (Annexure-4). The approved structure of commission is advised to all BCs, in case of any revision.
- c) To bring transparency in sharing of commission by BCs with their CSPs and disbursements on time, Centralized Commission Payment Module (CCPM) has been introduced to calculate/disburse BC commission to BCs. Based on the mandate received from BCs, an advance amount of commission payable to CSPs is paid to CSP's account by debiting account of BCs.

26. PATENT RIGHTS/INTELLECTUAL PROPERTY RIGHTS

- i. The Service Provider shall, at its own expenses without any limitation, indemnify and keep fully and effectively indemnified the Bank against all cost, claims, damages, demands, expenses and liabilities whatsoever nature arising out of or in connection with all claims of infringement of Intellectual Property Right, including patent, trademark, copyright, trade secret or industrial design rights of any third party arising from use of the technology / Software / products or any part thereof in India or abroad, for Software licensed/developed as part of this engagement. In case of violation/ infringement of patent/ trademark/ copyright/ trade secret or industrial design or any other Intellectual Property Right of third party, Service Provider shall, after due inspection and testing, without any additional cost (a) procure for the Bank the right to continue to using the Software supplied; or (b) replace or modify the Software to make it non-infringing so long as the replacement to or modification of Software provide substantially equivalent functional, performance and operational features as the infringing Software which is being replaced or modified; or (c) to the extent that the activities under clauses (a) and (b) above are not commercially reasonable, refund to the Bank all amounts paid by the Bank to Service Provider under this RFP/Agreement.
- ii. The service provider shall expeditiously extinguish any such claims and shall have full rights to defend itself there from. If the Bank is required to pay compensation to a third party resulting from such infringement(s), the service provider shall be fully responsible thereof, including all expenses and court and legal fees.
- iii. 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.
- iv. Without the Bank's prior written approval, Service provider will not, in performing the Services, use or incorporate, link to or call or depend in any way upon, any software or other intellectual property that is subject to an Open Source or Copy-left license or any other agreement that may give rise to any third-party claims or to limit the Bank's rights under this RFP.

27. APPLICATION / PROPOSAL

It is the responsibility of the applicant to provide all supporting documents necessary to fulfil the mandatory eligibility criteria. In case, information required by SBI is not provided by applicant, SBI shall proceed with evaluation based on information provided and shall not request the applicant for further information. Hence, responsibility for providing information as required in this form lies solely with applicant. The Applicant shall submit the Application Form Annexure-1 along with details/information as given in Annexure-3.

28. TERMINATION OF ARRANGEMENT

- i. The Bank, without prejudice to any other remedy for breach of Contract/RFP, by a written notice of not less than 30 (thirty) days sent to the service provider, may terminate the Contract in whole or in part for any of the following reasons:
 - a. If the service provider fails to deliver and perform any or all the Services within the period(s) specified in the Contract, or within any extension thereof granted by the Bank pursuant to conditions of contract or if service provider fails to perform any other obligation(s) and/or breach any of terms and conditions of the RFP/Contract; or
 - b. If the service provider fails to perform any other obligation(s) under the contract; or
 - c. Laxity in adherence to standards laid down by the Bank; or
 - d. Discrepancies/deviations in the agreed processes and/or Services.; or
 - e. Violations of terms and conditions stipulated in this RFP.
 - f. On happening of any termination event mentioned in the RFP/Contract
 - g. If any of the terms and conditions of the RFP are found to be violated by an agent (BC/CSP), the code of CSP will be deactivated/terminated, conveyed to the BCs concerned, to withdraw the agent (CSP) with immediate effect.
 - h. Or review, if any of the terms and conditions of the MOU/Code of conduct are found to be violated by BCs, the arrangement with them would stand terminated by the selection Committee concerned and blacklisted with IBA.
- ii. In the event the Bank terminates the Contract in whole or in part for the breaches attributable to the service provider, the Bank may procure, upon such terms and in such manner as it deems appropriate, Services similar to those undelivered, and the service provider shall be liable to the Bank for any increase in cost for such similar Services. However, the service provider shall continue performance of the Contract to the extent not terminated.
- iii. If the contract is terminated under any termination clause, the 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, the service provider shall also support the Bank on technical queries/support on process implementation or in case of software provision for future upgrades.
- v. The Bank's right to terminate the Contract will be in addition to the penalties / liquidated damages and other actions as specified in this RFP/Contract.
- vi. In the event of failure of the Service Provider to render the Services or in the event of termination of contract or expiry of term or otherwise, without prejudice to any other right, the Bank at its sole discretion may make alternate arrangement for getting the Services contracted with another vendor. In such case, the Bank shall give prior notice to the existing Service Provider. The existing Service Provider shall continue to provide services as per the terms of contract until a 'New Service Provider' completely takes over the work. During the transition phase, the existing Service Provider shall render all reasonable assistance to the new Service Provider within such period prescribed by the Bank, at no extra cost to the Bank, for ensuring smooth switch over and continuity of services.

29. FORCE MAJEURE

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

30. TERMINATION FOR INSOLVENCY

The Bank may, at any time, terminate the Contract by giving written notice of 30 days 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.

31. TERMINATION FOR CONVENIENCE

The Bank, by a written notice of not less than 90 (ninety) days sent to the service provider, may terminate the Contract, in whole or in part, at any time for its convenience without assigning any reasons. The notice of termination shall specify that termination is for the Bank's convenience, the extent to which performance of the service provider under the Contract is terminated, and the date upon which such termination becomes effective.

32. DISPLAY OF BANK'S NAME

Each Business Correspondent will install a signboard / hoarding (standardized by Bank) displaying our logo and name along with PMJDY logo which should prominently display the arrangement/relation with the Bank along with the services being offered by BC and 'Do & Don'ts' Board should also be displayed.

33. COMPLIANCE WITH LAWS

The applicant shall undertake to observe, adhere to, comply with and notify the Bank about all the prevailing laws in force or as are or as made applicable in future, pertaining to or applicable to them, their business, their employees or their obligations towards them and all purposes of this RFP and shall indemnify, keep indemnified, hold harmless, defend and protect the Bank and its employees / officers/staff / personnel / representatives / agents from any failure or omission on its part to do so and against all claims or demands of liability and all consequences that may occur or arise for any default or failure on its part to conform or comply with the above and all other statutory obligations arising there from. Compliance with all applicable laws shall be limited to laws which are directly/ indirectly affecting Bank's business due to the services provided as part of this RFP. However statutory compliance for providing the service mentioned in the RFP needs to be carried out by the service provider.

The Applicant shall promptly and timely obtain all such consents, permissions, approvals, licenses, etc., as may be necessary or required for any of the purposes of this project or for the conduct of their own business under any applicable Law, the Government Regulation/Guidelines and shall keep the same valid and in force during the term of the project, and in the event of any failure or omission to do so, shall indemnify, keep indemnified, hold harmless, defend, protect and fully compensate the bank and its employees/ officers/Staff/Personnel/representatives/agents from and against all claims or demands of liability and all consequences that may occur or arise for any default or failure on its part to conform or comply with the above and all other statutory obligations arising there from and the Bank will give notice of any such claim or demand of liability within reasonable time to the service provider.

This indemnification is only a remedy for the Bank. The Applicant is not absolved from its responsibility of complying with the statutory obligations as specified above.

34. CODE OF CONDUCT

- a) The Agreement entered into with the BCs shall also include the Code of Conduct (contractual obligations/quality of service). It may include among other things, the following:
- b) Business Correspondents will handle their responsibilities with care, diligence and sensitivity.
- c) Business Correspondents will ensure that their agents (CSPs) conduct all financial transactions online and real time. Offline transactions are not permitted and not allowed.
- d) During recovery procedures, BCs will adhere to extant instructions on Bank's fair practice code for lending. The BCs will refrain from any action that could damage the integrity and reputation of the Bank and observe strict customer confidentiality. BC will also ensure that their CSPs adhere to the extant guidelines for collection of dues as stipulated in "Code of Bank's Commitment to customers" regarding the collection activities and should have undergone the stipulated hours of training and obtained relevant IIBF Certification.
- e) The BCs will not resort to intimidation or harassment of any kind, either verbal or physical, against any person in their recovery efforts.
- f) The BCs will be solely responsible for the acts of their agents who conduct financial/non-financial transactions.
- g) The BCs should adhere to the Code of Conduct in letter and spirit failing which penal provisions including termination of arrangement would be attracted.
- h) A suitable Fidelity/Secrecy Undertaking (Schedule-D/Annexure-16) as prescribed by the Bank to be obtained from BCs/CSPs.

Conflict of Interest:

- i Bidder/Applicants shall not have a conflict of interest (the “Conflict of Interest”) that affects the bidding Process. Any Bidder found to have a Conflict of Interest shall be disqualified. In the event of disqualification, the Bank shall be entitled to forfeit and appropriate the Bid Security and/or Performance Security (Performance Bank Guarantee), as the case may be, as mutually agreed upon genuine estimated loss and damage likely to be suffered and incurred by the Bank and not by way of penalty for, inter alia, the time, cost and effort of the Bank, including consideration of such Bidder’s proposal (the “Damages”), without prejudice to any other right or remedy that may be available to the Bank under the bidding Documents and/ or the Concession Agreement or otherwise. Without limiting the generality of the above, a Bidder shall be deemed to have a Conflict of Interest affecting the bidding Process, if:
- (a) the Bidder, its Member or Associate (or any constituent thereof) and any other Bidder, its Member or any Associate thereof (or any constituent thereof) have common controlling shareholders or other ownership interest; provided that this disqualification shall not apply in cases where the direct or indirect shareholding of a Bidder, its Member or an Associate thereof (or any shareholder thereof having a shareholding of more than 5% (five per cent) of the paid up and subscribed share capital of such Bidder, Member or Associate, as the case may be) in the other Bidder, its Member or Associate, has less than 5% (five per cent) of the subscribed and paid up equity share capital thereof; provided further that this disqualification shall not apply to any ownership by a bank, insurance company, pension fund or a public financial institution referred to in 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:
- 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
 - subject always to sub-clause (i) above, where a person does not exercise control over an intermediary, which has shareholding in the Subject Person, the computation of indirect shareholding of such person in the Subject Person shall be undertaken on a proportionate basis; provided, however, that no such shareholding shall be reckoned under this sub-clause if the shareholding of such person in the intermediary is less than 26% of the subscribed and paid up equity shareholding of such intermediary; or
- (b) a constituent of such Bidder is also a constituent of another Bidder; or
- (c) such Bidder, its Member or any Associate thereof receives or has received any direct or indirect subsidy, grant, concessional loan or subordinated debt from any other Bidder, its Member or Associate, or has provided any such subsidy, grant, concessional loan or subordinated debt to any other Bidder, its Member or any Associate thereof; or
- (d) such Bidder has the same legal representative for purposes of this Bid as any other Bidder; or
- (e) such Bidder, or any Associate thereof, has a relationship with another Bidder, or any Associate thereof, directly or through common third party/ parties, that puts either or both of them in a position to have access to each other’s information about, or to influence the Bid of either or each other; or

- (f) such Bidder or any of its affiliates thereof has participated as a consultant to the Bank in the preparation of any documents, design or technical specifications of the Project.

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.

35. **CORRUPT AND FRAUDULENT PRACTICES:**

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

Bidders are obliged 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.

- ii. Without prejudice to the rights of the Bank under Clause 35(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 EO/RFP issued by the Bank during a period of 2 (two) years from the date if such Bidder is found by the Bank to have directly or indirectly or through an agent, engaged or indulged in any corrupt/ fraudulent/ coercive/ undesirable or restrictive practices, as the case may be.

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

(a) "**corrupt practice**" means (i) the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence the actions of any person connected with the bidding Process (for avoidance of doubt, offering of employment to or employing or engaging in any manner whatsoever, directly or indirectly, any official of the Bank who is or has been associated in any manner, directly or indirectly with the bidding Process or the Letter of Authority or has dealt with matters concerning the Concession Agreement or arising there from, before or after the execution thereof, at any time prior to the expiry of one year from the date such official resigns or retires from or otherwise ceases to be in the service of the Bank, shall be deemed to constitute influencing the actions of a person connected with the bidding Process); or (ii) engaging in any manner whatsoever, whether during the bidding Process or after the issue of the Letter of Authority or after the execution of the Agreement, as the case may be, any person in respect of any matter relating to the Project or the Letter of Authority or the Agreement, who at any time has been or is a legal, financial or technical adviser of the Bank in relation to any matter concerning the Project;

(b) "**Fraudulent practice**" means 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 impairing or harming or threatening to impair or harm, directly or indirectly, any person or property to influence any person’s participation or action in the bidding Process;
- (d) **“Undesirable practice”** means (i) establishing contact with any person connected with or employed or engaged by the Bank with the objective of canvassing, lobbying or in any manner influencing or attempting to influence the bidding Process; or (ii) having a Conflict of Interest; and
- (e) **“Restrictive practice”/ “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;
 - **“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;

iv. Debarment/Banning

Engagement/participation of Bidders and their eligibility to participate in the Bank’s procurements is subject to compliance of ethical practices and performance in contracts as per terms and conditions of contracts. Following grades of debarment from engagement/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 up to 12 (twelve) months. When a Vendor is on the holiday listing, he is neither invited to bid nor are his bids considered for evaluation during the period of the holiday. The Vendor is, however, not removed from the list of empaneled vendors, if any. Performance issues which may justify holiday listing of the Vendor are:

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

b) Debarment from participation including removal from empanelled list

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

- Without prejudice to the rights of the Bank under Clause 35 hereinabove, if a Bidder is found by the Bank to have directly or indirectly or through an agent, engaged or indulged in any corrupt/fraudulent/coercive/undesirable or restrictive practices during the bidding Process, such Bidder shall not be eligible to participate in any EOI/RFP issued by the Bank during a period of 2 (two) years from the date of debarment.
- Vendor fails to abide by the terms and conditions or to maintain the required technical/operational staff/equipment or there is change in its production/service line affecting its performance adversely, or fails to cooperate or qualify in the review for empanelment;
- If Vendor ceases to exist or ceases to operate in the category of requirements for which it is empaneled;
- Bankruptcy or insolvency on the part of the vendor as declared by a court of law; or
- Banning by Ministry/Department or any other Government agency;
- Other than in situations of force majeure, technically qualified Bidder withdraws from the procurement process or after being declared as successful bidder: (i) withdraws from the process; (ii) fails to enter into a Contract; or (iii) fails to provide performance guarantee or any other document or security required in terms of the RFP documents;
- If the Central Bureau of Investigation/CVC/C&AG or Vigilance Department of the Bank or any other investigating agency recommends such a course in respect of a case under investigation;
- Employs a Government servant or the Bank's Officer within two years of his retirement, who has had business dealings with him in an official capacity before retirement; or
- Any other ground, based on which the Bank considers, that continuation of Contract is not in public interest.
- If there is strong justification for believing that the partners/directors/proprietor/agents of the firm/company has been guilty of violation of the code of integrity or Integrity Pact (wherever applicable), evasion or habitual default in payment of any tax levied by law; etc.

c) Banning from Ministry/Country-wide procurements

For serious transgression, 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.

36. VIOLATION OF TERMS

The Bank shall be entitled to an injunction, restraining order, right for recovery, suit for specific performance or such other equitable relief as a court of competent jurisdiction may deem necessary or appropriate to restrain the service provider from committing any violation or enforce the

performance of the covenants, obligations and representations contained in this RFP. These injunctive remedies are cumulative and are in addition to any other rights and remedies the Bank may have at law or in equity, including without limitation a right for recovery of any amounts and related costs and a right for damages.

37. AUTHORISED SIGNATORY

The selected Applicant shall indicate the authorized signatories who can discuss and correspond with the Bank, with regard to the obligations under the contract. The selected Applicant shall submit at the time of signing the contract, a certified copy of the resolution of their Board, authenticated by the Company Secretary/Director, authorizing an official or officials of the company or a Power of Attorney to discuss, sign agreements/contracts with the Bank. The service provider shall furnish proof of signature identification for above purposes as required by the Bank.

38. PRINCIPAL TO PRINCIPAL RELATIONSHIP

The employees engaged by the service providers shall be deemed to be the employees of Service provider only, and the Bank shall not be connected with the employment or the terms and conditions thereof in any way. The service provider alone would comply with the statutory obligations and Labour Regulations/Rules in this regard. None of the provisions of this Agreement shall be deemed to constitute a partnership between the parties hereto, and neither party shall have authority to bind the order except as specifically provided for hereunder. Neither party hereto is the agent of the other and there is no master-servant relationship between the parties. The relationship is on principal to principal basis.

The Service provider shall be responsible for payments of all statutory dues with respect to each of its personnel/employees engaged by it to render service under this Agreement with respect to each applicable Labour law, including, the Minimum Wages Act, 1948, the Payment of Wages Act, 1936, the Payment of Bonus Act, 1965, the Employees' State Insurance Act, 1948, the Payment of Gratuity Act, 1972, the Maternity Benefit Act, 1961, the Employees' Provident Funds and Miscellaneous Provisions Act, 1952, etc and the proposed/future legislations concerning Codes on wages, industrial relations, social security and occupational safety, health & working conditions. No dues/contributions under any labour legislations, as applicable, are payable by the Bank with respect to the Service provider's personnel/employees. The service provider will have no claims whatsoever against the Bank with respect to payment of statutory dues/contributions to personnel/employees of under applicable labour legislations.

39. GOODS AND SERVICES TAXES (GST), TAXES AND DUTIES AND TAX DEDUCTED AT SOURCE

39.1 GST:

- a. Goods and Services Tax Law shall be applicable to the services provided by the Service Providers. Service Provider shall have to follow GST Law as applicable.
- b. If Service Provider as the case may be, is blacklisted in the GST (Goods and Services Tax) portal or rating of a Service Provider falls below a mandatory level, as decided from time to time, it may be relevant ground for cancellation of Contract.
- c. Bank shall deduct tax at source, if any, as per the applicable law of the land. The Service provider shall pay any other taxes separately or along with GST if any attributed by the Government Authorities including Municipal and Local bodies or any other authority authorized in this regard.
- d. Terms of payment indicated in this RFP/shall be final and binding on the Applicants

and no interest will be payable by the Bank on outstanding amounts under any circumstances.

- e. The Applicants should note that the Contract entered with the successful Applicant will be for a period of 1 year subject to annual review and, extendable at the Bank's sole discretion. However, the Bank will have the right, in its sole discretion to renegotiate the prices/terms and conditions at the end of the contract period.

39.2 **Taxes and Duties:**

- a. Income / Corporate Taxes in India: The Applicant (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.
- b. All expenses, stamp duty and other charges/ expenses in connection with the execution of the Agreement as a result of this RFP process shall be borne by the Service provider alone.

39.3 **Tax Deducted at Source:**

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

The 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 the Service Provider shall perform such duties in regard to such deductions thereof as may be imposed on it by such laws and regulations.

40. **OTHER TERMS AND CONDITIONS**

- a. The Bank reserves the sole and exclusive right, at its absolute discretion, to amend, modify, delete, make revisions or effect any change in the RFP. The Bank also reserves the right to change any terms and conditions of the RFP and its subsequent addendums, if any, as it deems necessary in its sole discretion. The Bank will inform all Applicants about changes, if any at the earliest.
- b. The Bank may revise any part of the RFP, by providing a written addendum to all the short-listed Applicants at any stage till the award of the final contract. The Bank reserves the right to issue revisions to this RFP at any time before the award date.
- c. Applicants shall have the opportunity to clarify doubts pertaining to the RFP in order to clarify any issues they may have, prior to finalizing their responses. All questions are to be submitted to the Deputy General Manager [RBA-FIMM], at 2nd Floor, NBCC Building, State Bank of India, FI&MM, Corporate Centre, Lodhi Road, New Delhi - 110003 on email id: rftadmin.rba@sbi.co.in and should be received by the point of contact no later than RFP Response due date. Responses to inquiries and any other corrections and amendments will be communicated to all Applicants by electronic mail format.
- d. The Applicants shall adhere to the terms of this RFP and shall not deviate from the same. The Bank reserves its right not to accept such deviations to the RFP terms, in its sole and absolute discretion, and shall not be obliged to furnish any reason for exercising such right.

- e. Unless expressly overridden by the specific agreement to be entered into between the Bank and the successful Applicant, the RFP shall be the governing document for arrangement between the Bank and the Applicant.
- f. The terms and conditions as specified in the RFP and addendums, if any, thereafter will be final and binding on the Applicants. In the event the Applicant is not willing to accept the terms and conditions of the Bank, the Applicant may, in sole discretion of the Bank, be disqualified.
- g. Any additional or different terms and conditions proposed by the Applicants would be rejected unless expressly assented to in writing by the Bank.
- h. All terms and conditions, time frame for implementation, expected service levels as per this RFP will remain unchanged unless explicitly communicated by the Bank in writing to the applicants. The applicant shall at no point be entitled to excuse themselves from any claims by the Bank whatsoever for their deviations in conforming to the terms and conditions, expected service levels, time frame for implementation etc. as mentioned in this RFP.
- i. The applicant shall undertake to provide appropriate human as well as other resources required, to execute the various tasks assigned.
- j. The Bank would not assume any expenses incurred by the applicant in preparation of the response to this RFP and also would not return the application and its documents to the Applicants.
- k. The Bank will not bear any costs incurred by the applicant for any discussion, presentation, demonstrations etc. on proposals or proposed contract or for any work performed in connection therewith.
- l. The BC shall submit the Police Verification Report of the CSP at the time of onboarding of the CSP and a copy of the BC/ CSP agreement.
- m. Clarification of Offers - To assist in the scrutiny, evaluation and comparison of offers, the Bank may, at its discretion, ask some or all Applicants for clarification of their offer. The Bank has the right to disqualify the applicant whose clarification is found not suitable to the Project.
- n. Erasures or Alterations - The offers containing erasures or alterations will not be considered. There should be no hand-written material, corrections or alterations in the offer. All details must be completely filled up. Filling up of the information using terms such as "OK", "accepted", "noted", "as given in brochure/ manual" is not acceptable. The Bank may treat the offers not adhering to these guidelines as unacceptable. The proposals should be in the template that is recommended and provided in this RFP.
- o. Applicant presentation - Applicants are requested to be prepared to make presentations, if required. The Bank will communicate a date and time to all qualified applicants any time after the last date for submission of applications.
- p. If the Bank is not satisfied with the specifications in any offer and observes major deviations, the applications of such Applicants will not be short-listed and will not be evaluated. No further discussions shall be entertained with such Applicants in respect of the subject.
- q. The applicant is responsible for managing the activities of its personnel. The Applicant shall be vicariously liable for any acts, deeds or things done by their employees, agents,

contractors, subcontractors, and their employees and agents, etc. which is outside the scope of power vested or instructions issued by the Bank. Applicant shall be the principal employer of the employees, agents, contractors, subcontractors etc. engaged by applicant. No right of any employment shall accrue or arise, by virtue of engagement of employees, agents, contractors, subcontractors etc. by the applicant, for any assignment under the Contract to be issued under this RFP. All remuneration, claims, wages, dues etc. of such employees, agents, contractors, subcontractors etc. of applicant shall be paid by applicant alone and the Bank shall not have any direct or indirect liability or obligation, to pay any charges, claims or wages of any of applicant's employee, agents, contractors, and subcontractors, etc. The applicant shall hold the Bank, its successors, assignees and administrators and its directors and officials, fully indemnified and harmless against loss or liability, claims, actions or proceedings, if any, that may arise from whatsoever nature caused to the Bank through the action of Applicant's employees, agents, contractors, subcontractors etc. However, the applicant would be given an opportunity to be heard by the Bank prior to making of a decision in respect of such loss or damage.

- r. The applicant needs to comply with the cyber security norms along with ISO/ISMS policies implemented by the bank. No freeware to be used by the service provider.
- s. The Applicant shall solely be responsible for all payments (including any statutory payments) to its employees and / or CSPs and ensure that at no time shall its employees, personnel or agents hold themselves out as employees or agents of the Bank, nor seek to be treated as employees of the Bank for any purpose, including claims of entitlement to fringe benefits provided by the Bank, or for any kind of income or benefits. The Applicant alone shall file all applicable tax returns for all of its personnel assigned hereunder in a manner consistent with its status as an independent contractor of services; and the Applicant will make all required payments and deposits of taxes in a timely manner.
- t. Service provider should carry out patch management activities, including Operating System (OS) hardening for the infrastructure deployed as well as changes required in hardware and software for closure of audit reports without any extra cost to bank.

41. BUSINESS CONTINUITY PLAN AND DISASTER RECOVERY PLAN

Selected BC shall develop and establish a robust framework for documenting, maintaining and testing Business Continuity and Recovery procedures. BC shall periodically test the Business Continuity and Recovery plan and if considered necessary both Bank and BC shall jointly do the same.

Selected BC agrees to prepare and produce within one month of execution of SLA document a 'Business Continuity and Disaster Recovery Plan' for the purposes of ensuring continued rendering of services undertaken by the BC to the Bank. BC agrees to make necessary changes to the Business Continuity and Disaster Recovery Plan or Contingency Plan as per instructions/directions given by the Bank after examination of the plan submitted by the BC.

42. SERVICE LEVEL AGREEMENT (SLA)

The selected service provider will execute a service level agreement with the Bank on the prescribed format as per Annexure -18.

43. COMPLIANCE WITH "IS" SECURITY POLICY

The Service provider shall have to comply with Bank's "IT & IS Security Policy" in key concern

areas relevant to the RFP, details of which will be shared with the finally selected Applicant. Some of the key areas are as under:

- a. Responsibilities for data and application privacy and confidentiality.
- b. Responsibilities on system and software access control and administration.
- c. Custodial responsibilities for data, software, hardware and other assets of the Bank.
- d. Physical Security of the facilities.
- e. Physical and logical separation from other customers of the Service provider.
- f. Incident response and reporting procedures.
- g. Password Policy of the Bank.
- h. Data Encryption/Protection requirements of the Bank.
- i. In general confidentiality, integrity and availability must be ensured.

44. 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 products and/or services they are offering, are manufactured and/or services rendered by them. Exemption as stated above is not applicable for selling products and/or services, manufactured/ rendered by other companies.

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

Bidders may please note:

- i. NSIC certificate/ Udyog Aadhar Memorandum/Udyam Registration Certificate should cover the items tendered to get EMD/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 their application.
- 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.

Notices:

Any notice given by one party to the other pursuant to this RFP/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.

Transition Clause:

In the event of failure of the selected applicants 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 arrangements for getting the services contracted with another Applicant. In such case, the Bank shall give prior notice to the existing Selected Applicants. The existing selected Applicant shall continue to provide services as per the terms of contract until a 'New Service Provider' completely takes over the work. During the transition phase, the existing selected Applicant shall render all reasonable assistance to the new Service Provider within such period prescribed by the Bank, at no extra cost to the Bank, for ensuring smooth switch over and continuity of services. If the Selected Applicant is in breach of this obligation, they shall be liable for paying penalty of 10% of Contract Value on demand to the Bank, which may be settled from the payment of invoice for the contracted period. Such penalty would be without prejudice to the bank's other rights under the contract/RFP.

Terms of Payment:

- i. The Service Provider will submit invoices on the completion of the activity for necessary settlement every month. The invoices should be submitted along with list of work initiated /completed, along-with all supporting documents
- ii. The Tax and GST component shall be payable by Service Provider as applicable and as per actuals.
- iii. The bank will make the payment within the period of 30 days after receiving the bill from the Service Provider subject to applicable TDS.

-----**XXXX**-----

Application/Proposal Form
[On entity's letter head]

Date: _____

Offer Reference No. _____

The Deputy General Manager (RBA),
State Bank of India,
FI & MM, Corporate Centre,
2nd Floor, NBCC Place, Lodhi Road,
New Delhi-110003

Ref: RFP No. _____ dated _____

Having examined the RFP/offer documents including all Annexures, and subsequent pre-Bid clarifications/ modifications / revisions, if any, furnished by the Bank, the receipt of which is hereby duly acknowledged, we, the undersigned, submit our Application/proposal for providing services of Business Correspondent for Financial Inclusion through Banking Service Kiosks. We shall abide by the terms and conditions spelt out in the RFP

While submitting this Application, we certify that:

- The undersigned is authorized to sign on behalf of the Applicant 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.
- We have not induced or attempted to induce any other Applicant to submit or not to submit an Application for restricting competition.

The Details and Key commercials of our company are detailed in part 2 of this Application.

If our Application is accepted, we undertake to perform services as specified in the RFP within the stipulated timelines.

We agree to abide by all the RFP terms and conditions, contents of Service Level Agreement as available at Annexure-18 in the RFP.

Until a formal contract is executed as per Annexure -18 of the RFP, this Application, together with your written acceptance thereof and your notification of award, shall constitute a binding Contract between us.

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, as amended".

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 RFP process, or to any person, organisation or third party related to the contract in exchange for any advantage in the evaluation, contracting and implementation of the contract.

We undertake that we will not resort to canvassing with any official of the Bank, connected directly or indirectly with the RFP 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.

We certify that we have not made any changes in the contents of the RFP document read with its amendments/clarifications provided by the Bank submitted by us in our Application.

It is further certified that the contents of our Application are factually correct. We also accept that in the event of any information / data / particulars proving to be incorrect, the Bank will have the right to disqualify us from the RFP. We shall make available to the Bank any additional information it may find necessary or require to supplement or authenticate the Qualification statement. We also acknowledge the right of the Bank to reject our Application without assigning any reason or otherwise and hereby waive our right to challenge the same on any account whatsoever.

We understand that you may cancel the RFP process any time and that you are neither bound to accept any Application that you may receive nor to invite that Applicants without incurring any liability to the Applicants. We further understand that you are not bound to accept the Application of the Applicant scoring the highest marks in the evaluation process and you may reject all or any Application without assigning any reason or giving any explanation whatsoever.

We hereby undertake that our name does not appear in any "Caution" list of RBI / IBA or any other regulatory body for outsourcing activity.

If our Application 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 (Annexure-18 of the RFP) and we shall be responsible for the due performance of the contract.

The name(s) of successful Applicants to whom the contract is finally awarded after the completion of bidding process shall be displayed on the website of the Bank and/or communicated to the successful Applicant(s).

We certify that in regard to matters other than security and integrity of the country, we have not been convicted by a Court of Law or indicted or adverse orders passed by a regulatory authority which could cast a doubt on our ability to undertake the services or which relates to a grave offence that outrages the moral sense of the community.

We further certify that in regard to matters relating to security and integrity of the country, we have not been charge-sheeted by any agency of the Government or convicted by a Court of Law for any offence committed by us or by any of our Associates.

We further certify that no investigation by a regulatory authority is pending either against us or against our Associates or against our CEO or any of our Directors/ Managers/ employees.

We hereby certify that on the date of submission of Application 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 hereby certify that on the date of submission of Application, 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 work order.

We hereby certify that we have read the clauses contained in O.M. No. 6/18/2019-PPD, dated

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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 regarding restrictions on procurement from a bidder of a country which shares a land border with India. We further certify that we and our OEM are not from such a country or if from a country, has been registered with competent authority. We certify that we and our OEM fulfil all the requirements in this regard and are eligible to participate in this RFP.

We hereby certify that none of ours and/or our partner's /Directors are convicted of any criminal offence related to their professional conduct or making false statements or misrepresentations as to their qualifications to enter into a Procurement/Services Contract within a period of two years preceding the date of RFP. If an applicant chooses not to disclose any such issue, and the same comes to Bank's notice at a later date, the Bank will be free to revoke any contract entered with the vendor/service provider and invoke Bank Guarantee/Fixed Deposit at its discretion.

We hereby understand that any of the mentioned services can be withdrawn by the Bank by giving a notice of one month, any time during the contract period and no commercials for the service, will be paid by the Bank, subsequent to withdrawal of service.

If our offer is accepted, we will provide security deposit in the form of fixed deposit or Bank Guarantee of a scheduled Commercial Bank other than SBI for a sum of 10,00,000/- (Rupees Ten Lakhs only) per block of 1000 kiosks/CSPs.

We hereby undertake and agree to abide by all the terms and conditions stipulated by the Bank in the RFP document.

For (Entity name) with stamp

Signature

(Name of Signatory)

Designation:

Date: Note: Company to provide copy of the board resolution authorizing the signatory to sign the offer documents.

Instructions: Use additional sheets wherever necessary. Strike out whichever is not applicable.

I : GENERAL INFORMATION

Name of the Entity	
Entity Status (Constitution)	
Current Activity	
Name of Key Promoter/Director	
Registered address	Pin Code :
Address for Correspondence	Pin Code :
Telephone Number	
E-mail id	
Website Address	
Contact Person's Name	
Phone Number	
E-mail id	
Name(s) of the Associate(s)/ Subsidiaries, if any	(i) (ii) (iii)
Vision	
Mission	

Objectives
Geographical spread (Villages, District, Blocks, Taluk / Municipalities and States in India where active)

II. SPECIFIC INFORMATION

Details of the Key Promoter(s)/Director(s):

Sr. No.	Name	Designation	Educational Qualification	Period of association	Other affiliations if any
1.					
2.					

III. Key Financial Indicators:

(Rs in Crore)

Indicator	31.03.2018	31.03.2019	31.03.2020
Turnover			
Tangible Net Worth			
Net Profit			

IV. Existing Credit facilities, if any:

S. No.	Type of Facility	Type of Arrangement/ Name of the Banker to be mentioned			Sanctioned Amount	Outstanding (31.03.21)	IRAC Status (31.03.21)
		Sole	Multiple Banking	Consortium			
A	Fund Based						
1.	Cash Credit						
2.	Term Loan						
B	Non-Fund Based						

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1.	Letters of Credit						
2.	Bank Guarantee						
Total							

(Rs in Crore)

V. External Rating (RBI approved rating agencies)

Sr. No	Name of the Rating agency	Current Rating			Previous Rating		
		Rating	Period considered for Rating	Period of Validity	Rating	Period considered for Rating	Period of Validity
1.							
2.							

VI. Product/Services offered:

Sr. No.	Product / Services offered
1.	
2.	

VII. Details of Clients:

Sr. No.	Name of the client	Product / Services offered	Period of association
1.			
2.			

VIII. Technical know-how/capabilities (Please tick):

	Outsourced ()	In-house capability ()
Technical Capabilities (CRM, MIS, Automation Tools etc.)	<u>Description:</u>	

IX. Periodicity of Staff Training (Please tick):

	Half Yearly ()	Annual ()	Biennial ()	Others ()
Details of training	Description:			

X. Customer grievance handling mechanism (Escalation matrix to be detailed):

--

XI. OTHERS

1. Do you work with any other Competitor Bank? If so, nature of work undertaken?
--

2. Are you partially / fully controlled by anyone who is any officer / Director of SBI or related to any officer / Director of SBI :
--

3. Any other information :

XII. SWORN STATEMENT BY THE AUTHORISED SIGNATORY

I, the undersigned, being the person responsible, certify that:

(i) The information given in this application form is true and correct to the best of my knowledge and belief;

(ii) The entity does not fall under anyone of the undernoted categories:

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- a) Is bankrupt or is being wound up, is having its affairs administered by the courts, has entered into an arrangement with creditors, has suspended business activities, is the subject of proceedings concerning those matters, or is in any situation arising from a similar procedure provided for in national legislation or regulations;
- b) Has been convicted of an offence concerning professional conduct by a judgment which has the force of *res judicata* (i.e., against which no appeal is possible);
- c) Is guilty of grave professional misconduct proven by any means which the Award Partners and Jury can justify;
- d) Has not fulfilled obligations relating to the payment of social security contributions or the payment of taxes in accordance with the legal provision of India;
- e) Has been the subject of a judgment which has the force of *res judicata* for fraud, corruption, involvement in a criminal organization or any other illegal activity;
- f) It is further certified that the contents of our Application are factually correct. We also accept that in the event of any information / data / particulars proving to be incorrect, the Bank will have the right to disqualify us from the Application;
- g) We understand that you are not bound to accept any Application you may receive and you may reject all or any Application without assigning any reason or giving any explanation whatsoever;
- h) We undertake that we will not resort to canvassing with any official of the Bank, connected directly or indirectly with the application process to derive any undue advantage. We also understand that any violation in this regard, will result in disqualification of applicant from further application process;
- i) I am fully aware that any false declaration will lead to the exclusion of the entity from the selection process.

Name:	
Designation / Position held:	
Signature:	
Date and Place:	
Seal / Stamp:	

CHECKLIST FOR ENCLOSURES

1. Audited Financial Statements for the year ending of March (last 3 years).
2. Annual Report for the last 3 years (if printed).
3. One copy of photograph (passport size) of Promoter(s)/Director(s).
4. Copies of the certificate of registration authorized by an independent authority.
5. Rating report (if rating has been done).

Eligibility Criteria

Applicants meeting the following criteria are eligible to submit their Applications along with supporting documents. If the Application is not accompanied by all the required documents supporting eligibility criteria, the same would be rejected.

Sl. No.	Eligibility Conditions	Document proof to be submitted
1	Consortium not allowed	Not Applicable
2	Applicant should be a NGO/ MFI / Cooperative Society/Post Office/Payment Bank/ NBFC-ND/Company registered in India under Companies Act 1956/2013.	Copy of the Partnership deed/Bye Law/ Certificate of Incorporation issued by Registrar of Companies along with Memorandum & Articles of Association and full address of the registered office.
3	Applicant Should not be a defaulter of any Bank/Financial Institution.	Self-Declaration and certified by CA.
4	Applicant should have experience in the field of Financial/Retail Sector in India.	Certificate from its Banker(s) to be attached signed by GM/DGM (FI) of the bank. In case the entity is working as a Business Correspondent, certificate to be issued as per Annexure-14.
5	Financial Parameters (Eligibility Criteria) (Copy of the audited Balance Sheet and / or Certificate of the Chartered Accountant for preceding three years to be enclosed)	i. Average Annual Turnover / Revenue for last 3 years as per audited Balance Sheet: \geq Rs. 25 Crores ii. Average Net Profit for last 3 years: \geq Rs. 3 Crores
6	Promoters should not feature in the CIBIL defaulters list.	Declaration by Applicant/Promoter.
7	i. Applicant should not be under debarment/blacklist period for breach of contract/fraud/corrupt practices by any Scheduled Commercial Bank/ Public Sector Undertaking / any regulatory body etc., IBA, RBI, TRAI, DOT, or regulator of any other country/ State or Central Government or their agencies/ departments on the date of submission of Application for this RFP. In case of merger /acquisition / purchase / takeover, this clause would be applicable to both the organisations. i.e., in case any one of the organisations is blacklisted, then the same would be applicable to both organisations. ii. Any instance of non-completion of the work or termination of SLA by any entity due to non-performance of the Applicant for the reasons attributable to the Applicant or their respective	Declaration by the applicant /confirmation on their letter head in this regard as per Annexure-13.

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	<p>partner, during last 3 years prior to the date of RFP, shall be treated as non-performance on the part of the Applicant and its partner and such Applicants shall not be considered eligible for implementation of the project.</p> <p>(Bank has sole right to terminate the agreement with immediate effect if any such case is found).</p>	
8	The Service Provider should have GST registration certificate, E.S.I.C., P.F. and applicable Labour Law registration/Licenses	A copy of PAN/TAN/ VAT/Service Tax /GST Registration No. (whichever applicable) in the name of Applicant Compliance/self-certificate along with Photocopies of valid registration certificates / licenses should be furnished along with the application.
9	Service Providers should not be under a declaration of ineligibility for corrupt and fraudulent practices issued by the Application Authority.	As per Annexure-13 (Affidavit-I)
10	The memorandum / byelaws / constitution of applicant should permit to undertake the Business Correspondent business.	Certificate duly signed by C.A./C.S. as per Annexure-15.
11	Past/present litigations, disputes, if any (Adverse litigations could result in disqualification, at the sole discretion of the Bank)	Brief details of litigations, disputes, if any are to be given on Company's letter head.
12	The Applicant 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 issued by any of the Department of SBI as on the date of Bid submission.	Applicant should specifically confirm on their letter head in this regard.
13	The Applicant should agree to the terms and conditions of Service Level Agreement as per Annexure-18, should they become the successful bidder	Applicant should specifically confirm on their letter head in this regard.

Documentary evidence must be furnished against each of the above criteria along with an index. All documents must be signed by the authorised signatory. Relevant portions, in the documents submitted in pursuance of eligibility criteria, should be highlighted. False compliances with respect to any of the minimum Eligibility criteria would disqualify the service provider from the RFP process. If an applicant is finally selected and at any stage during the term of the contract, if bank finds the false certification for meeting the minimum eligibility criteria, or applicant is not eligible as per the minimum eligibility and evaluation criteria, Bank may debar/expel and blacklist the applicant and reassign the orders to other service providers and Bank has right to invoke our Bank Guarantee.

Eligibility criteria mentioned at SI No 4 & 5 in table above are relaxed for Startups subject to their meeting of quality and technical specifications. Applicant to note the following:

- i. 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 application.
- ii. Applicant who solely on its own, fulfils each eligibility criteria condition as per the RFP terms and conditions and who are having Start-up company status, can claim exemption for eligibility criteria mentioned at SI No 4 & 5 in table above.
- iii. If all these conditions are not fulfilled or supporting documents are not submitted with the application, then all those applications will be summarily rejected, and no queries will be entertained.

Signature (Authorised Signatory)

(Name)

Designation:

Date:

Seal/Stamp

Evaluation and Assessment Matrix for on-boarding of BCs.

Sr. No.	Parameter	Details				Criteria	Weightage /Score	Max. Marks
1.	<u>Management and Corporate Governance.</u>							
1.1	Entity Status (Constitution) (Relevant documents to be enclosed)	Entity Status				i. Public Limited Co. (Listed)/ Central Govt./PSU.	10	10
		Registration Certificate No.				ii. Public Limited Co. (Un-Listed)	8	
		Date of Incorporation				iii. Private Limited Co.	6	
				iv. Co-operative Society/Trust	4			
				v. Other entity	2			
1.2	Experience of Key Promoter/ MD/CEO (Financial Services / Retail Sector / Fintech)	Name	Edu. Qualification	Dealing in Activity	Period of Association	i. ≥ 7 years.	10	10
						ii. ≥ 5 years to < 7 years.	8	
		iii. ≥ 3 years to < 5 years.	6					
		iv. < 3 years	4					
1.3	Geographical Spread/Coverage (Operations in no. of States)	Sr. No.	Name of the State/Regional Head	Address of the office		i. ≥ 10 States.	10	10
						ii. ≥ 8 States to < 10 States	8	
		1.			iii. ≥ 6 States to < 8 States	6		
		2.			iv. ≥ 4 States to < 6 States	4		
		List of offices with address to be shared					v. < 3 States	
2.	<u>Financial Parameters.</u>							
2.1	Average Annual Turnover/ Revenue	(Rs. in Cr)				i. ≥ 100 Cr ii. ≥ 75 Cr to < 100	15 12	15
		Year		Annual Turnover/Revenue				

	for last three years. (Audited Balance Sheet to be attached)	31.03.2018			Cr		
		31.03.2019			iii. ≥ 50 Cr to < 75 Cr	9	
		31.03.2020			iv. ≥ 25 Cr to < 50 Cr	6	
		Average					
2.2	Average Tangible Net Worth for last three years. (Audited Balance Sheet to be attached)	(Rs. in Cr)					
		Year	Tangible Worth	Net Worth	i. ≥ 100 Cr	15	
		31.03.2018			ii. ≥ 75 Cr to < 100 Cr	12	15
		31.03.2019			iii. ≥ 50 Cr to < 75 Cr	9	
		31.03.2020			iv. ≥ 25 Cr to < 50 Cr	6	
		Average			v. ≥ 10 Cr to < 25 Cr	3	
					vi. < 10 Cr	NIL	
2.3	Average Net Profit in the last three Financial Years. (Audited Balance Sheets to be attached)	(Rs. in Cr)					
		Year	Net Profit		i. ≥ 15 Cr	15	
		31.03.2018			ii. ≥ 12 Cr to < 15 Cr	12	15
		31.03.2019			iii. ≥ 9 Cr to < 12 Cr	9	
		31.03.2020			iv. ≥ 6 Cr to < 9 Cr	6	
		Average			v. ≥ 3 Cr to < 6 Cr	3	
3	Proposed Commission Sharing formula between BC and CSP (%). (This will become part of SLA)		BC	CSP	i. 30:70	10	
		Commission Sharing Ratio			ii. 35:65	8	10
					iii. 40:60	6	
					iv. 45:55	4	
					v. Below	Nil	
4	Latest External Rating (Long Term).	(Long Term)			Rating	Score	
		Rating Date	Rating Agency	Rating	i. Highest	5	
		Current			ii. Ind	4	

	(Agencies approved by RBI will be considered for scoring)	<p>Previous</p> <p>➤ Central Govt Deptt. & PSUs are exempt from external rating and would be rated as Highest.</p> <p>(Copy of the Rating report to be enclosed).</p>	<p>iii. IIIrd</p> <p>iv. IVth</p> <p>v. Below & Unrated</p> <p>(Categories are in the descending order of rating).</p>	<p>3</p> <p>2</p> <p>1</p>	5
5	Technological Capacity	Entity qualifies as Techfin / Fintech	<p>i. > 5yrs.</p> <p>ii. ≥ 3yrs to < 5yrs</p> <p>iii. Others</p>	<p>10</p> <p>7</p> <p>3</p>	10
	Total			100	100

BC REMUNERATION (till 31.03.2021 – Subject to change as decided by the Bank)		
S.No.	Particulars	Remuneration Payable
1.a	SB account Opening with initial deposit below Rs.100/- without Aadhaar	Rs.15/- per a/c
1.b	SB account Opening with initial deposit below Rs.100/- with Aadhaar	Rs.15/- per a/c
1.c	SB account Opening with initial deposit of Rs.100/- & above but below Rs.500/- without Aadhaar	Rs.20/- per a/c
1.d	SB account Opening with initial deposit of Rs.100/- & above but below Rs.500/- with Aadhaar	Rs.20/- per a/c
1.e	SB account Opening with initial deposit of Rs.500/- & above without Aadhaar	Rs.20/- per a/c
1.f	SB account opening with initial deposit of Rs.500 & above with Aadhaar	Rs.20/- per a/c
2	Opening of RD Accounts	Rs.15/- per account (Min. Deposit Rs.50/-)
3	Opening of STDR	0.50% of amount deposited (Max.Rs.50/-)
4	Cash Deposit <u>(Transaction amount Rs.100 & above)</u>	Upto Rs. 10,000/-: 0.25% Min Rs.2/- Max Rs.8/-
		Rs. 10,001/- to Rs.15,000/-: Rs.10/-
		Rs. 15,001/- to Rs.20,000/-: Rs.12/-
5	Deposits into Loan Accounts	0.40% Min. Rs.2/- Max Rs.10/-.
6	Cash Withdrawal <u>(Transaction amount Rs.100 & above)</u>	Up to Rs. 10,000/-: 0.50% Min Rs.3/- Max Rs.15/-
		Rs. 10,001/- to Rs.15,000/-: Rs.17/-
		Rs. 15,001/- to Rs.20,000/-: Rs.20/-
7	Remittance (Cash) (Non-Home Branch A/Cs)	80% of fee recovered from customers, minimum Rs.8/-, maximum Rs.80/-
8	Remittance (Transfer) (Non-Home Branch A/Cs)	50% of fee recovered from customers, minimum Rs.5/-, maximum Rs.50/-
9	Remittance (Transfer) (Home Branch A/Cs)	Up to Rs.10,000/-: 1% of the amount, Min.Rs.3/-, Max Rs.10/-
		Rs.10,001/- to Rs.15,000/-: Rs.12/-
		Rs.15,001/- to Rs.20,000/-: Rs.15/-

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10.a	IMPS (Cash) (up to Rs.5,000/- through BC channel)	80% of fee recovered from customers, minimum Rs.8/-, maximum Rs.28/-
10.b	IMPS (Transfer) (up to Rs.20,000/- through BC channel)	50% of fee recovered from customers, minimum Rs.5/-, maximum Rs.50/-
11	Rural CSP (Incentive)	Rs.2000/-subject to opening minimum 50 accounts per month or minimum 100 transactions per month or both
12	Bill Collection Services Through Kiosk outlets Utilities (Electricity, Gas and Water) Up to Rs. 1000/- Above Rs. 1000/- Telecom (Mobile Prepaid, Mobile postpaid, Landline Postpaid, Broadband Postpaid) Up to Rs. 1000/- Above Rs.1000/- DTH (Any amount permissible by biller)	80% of CCF earned i.e. Rs.4/- per bill 80% of CCF earned i.e. Rs.12/- per bill 80% of CCF earned i.e. Rs.4/- per bill 80% of CCF earned i.e. Rs.12/- per bill 1.25% of the bill amount
13	Weekly average balance maintenance fee (each CSP) (Min. 200 no. of accounts)	No average balance commission up to an average balance of Rs.1700/- Flat rate of 1.00% per annum for average balance > Rs.1700/-, subject to the following conditions Conditions: ➤ Average balance will be payable for only those CSPs, who will have minimum of 200 BSBD accounts opened through them. ➤ Balances held in account up-to Rs.5,00,000/- only will be considered for calculation of incentive against average balance maintenance fee, ➤ Maximum commission for maintenance of average balance for each CSP will be capped at Rs.25000/- per month inclusive of GST. ➤ Minimum no of transactions during the month - RU/SU - 100, UR/Metro – 200

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S.No	Particulars	BC Remuneration				
14	Non-zero balance account (each CSP) (Min. 200 no. of accounts) (minimum 25 transactions during the month)	i) Less than 85% - Nil ii) 85% and above - Rs.750/- iii) 90% and above – Rs.1000/- Non zero (funded) accounts having monthly average balance of Rs.100/- & above. Minimum 100 transactions during the month at rural / semi urban centre and 200 transactions at urban / metro centres.				
15	Aadhaar seeding (existing account holders)	Rs. 5/- per account				
16	Inputting valid Contact Number	Rs. 5/- per account				
17	Generating Green PIN for RuPay ATM Cards	Rs.5/- per PIN reset per Account / Month For first time PIN generation				
18	Mini Statement through Micro ATM (Maximum 2 mini statement per account per month)	Rs. 2/- per mini statement				
19	Pass book printing	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="padding: 5px;">For Printing of up to 300 passbooks in a day.</td> <td style="padding: 5px;">Rs. 5/- per passbook per day.</td> </tr> <tr> <td style="padding: 5px;">For printing of passbooks in excess of 300 per day.</td> <td style="padding: 5px;">Additional Rs. 1/- per passbook per day beyond 300 passbooks printing.</td> </tr> </table>	For Printing of up to 300 passbooks in a day.	Rs. 5/- per passbook per day.	For printing of passbooks in excess of 300 per day.	Additional Rs. 1/- per passbook per day beyond 300 passbooks printing.
For Printing of up to 300 passbooks in a day.	Rs. 5/- per passbook per day.					
For printing of passbooks in excess of 300 per day.	Additional Rs. 1/- per passbook per day beyond 300 passbooks printing.					

Terms of Payment:

- i The Service Provider will submit invoices on the completion of the activity for necessary settlement every month. The invoices should be submitted along with list of work initiated /completed, along-with all supporting documents
- ii BC remuneration is inclusive of GST.
- iii The bank will make the payment within the period of 30 days after receiving the bill from the Service Provider after deduction of applicable TDS.

Scope of Activities / Work

The scope of activities to be undertaken by the BCs/CSPs will include:

- Opening of deposit accounts (BSBD accounts)/RD Accounts/Term Deposit Accounts. KYC, AML norms and due diligence is to be ensured by the BCs/CSPs for strict compliance under the BC model.
- Receipt and payment of small value deposits and withdrawals (not exceeding Rs.20,000/-) using kiosk-based transactions, card-based Micro ATM/YONO transactions and AEPS transactions with customer's consent.
- Receipt and delivery of small value remittances to the accounts of beneficiaries viz., Inter-Bank and Intra Bank.
- Aadhaar number seeding and capturing finger prints, on voluntary basis of customers for DBT benefits and AEPS transactions.
- Acceptance of deposit in loan accounts.
- Providing balance enquiry, mini account statements and other account information.
- Distribution of Coins and Bank Notes.
- Promoting, collecting forms and Enrolling customers under Social Security Schemes viz. PMJJBY, PMSBY and APY and 3rd party products.
- Pass Book Printing.
- Utility Bill Payment (Bharat Bill Payment System).
- Mobile seeding.
- IMPS Transactions.
- Record and track customer complaints.
- Apply for Rupay debit Card and Green PIN Generation.
- Cross selling activities viz. authorised micro insurance, pension products and other third party products subject to SEBI and IRDA guidelines.
- Recovery of principal loan amount and interest thereon in respect of NPA accounts, only after complying with RBI instructions. Any CSP/KO engaged as a Recovery Agent, should have undergone relevant mandatory training and certification examination for Debt Recovery Agent conducted by IIBF.
- Any other service on behalf of the Bank duly authorised by the appropriate authority. The activities to be undertaken by the SP would be within the normal course of the Bank's banking business but conducted through and by the entities (agents/CSPs), at places other than the Bank's premises. The CSPs will be linked to an identified base branch which is called 'Link' Branch. The activities of the BCs / CSPs will be scrutinised by the bank as per laid down guidelines issued from time to time.

Non-Disclosure Agreement

THIS AGREEMENT made and entered into at New Delhi on thisday of2021 between STATE BANK OF INDIA, a body corporate constituted under the Banking Companies (Acquisition & Transfer of Undertakings) Act 1970, having its Corporate Office at NBCC Place, Lodhi Road, New Delhi - 110003, hereinafter called the "BANK" which term shall wherever the context so require includes its successors and assigns

AND

.....A Company incorporated under the Companies Act 1956 / a partnership constituted and registered under the Indian Partnership Act with its registered office at and its local office at Hereinafter called the "Entity" which term shall wherever the context so require includes its successors and assigns, WITNESSETH:

WHEREAS

The Bank is engaged in the business of banking and has engaged Business Correspondents as a delivery channel for its customers across various locations in the Country.

The Bank has short-listed the entity after completion of application process for the entire gamut of services as given under scope of work in the RFP.

The parties intend to engage in discussions and negotiations concerning establishment of business relationship between themselves. In the course of discussions and negotiations, it is anticipated that the parties may disclose or deliver to the other certain or some of its trade secrets or confidential or proprietary information for the purpose of business relationship.

NOW THEREFORE THIS AGREEMENT WITNESSETH and it is hereby agreed by and between the parties hereto as follows:

Confidential information-

Confidential information means all information disclosed/furnished by either party to another party in connection with the business transacted/ to be transacted between the parties. Confidential information shall include any copy, abstract, extract, sample, note or module thereof and electronic material or records.

The Firm may use the information solely for and in connection with the purpose the information was conveyed.

a) **USE OF CONFIDENTIAL INFORMATION**

Each party agrees not to use the other's confidential information for any purpose other than for the specific purpose. Any other use of such confidential information by any party shall be made only upon the prior written consent from the authorised representative of the other party or pursuant to subsequent agreement between the Parties hereto.

The firm shall not commercially use or disclose for commercial purpose any confidential information or any materials derived there from to any other person or entity other than persons in its direct employment who have a need to access and knowledge of the said information, solely for the purpose authorised above.

Neither party shall make news release, public announcements, give interviews, issue or publish advertisements or Agreement, the contents/provisions thereof, other information relating to this agreement, the purpose, the Confidential information or other matter of this agreement, without the prior written approval of the other party.

b) EXEMPTIONS

The obligations imposed upon either party herein shall not apply to information, technical data or know how whether or not designated as confidential, that:

Is already known to the receiving party (i.e. the party receiving the information) at the time of the disclosure without an obligation of confidentiality;

Is or becomes publicly known through no unauthorised act of the receiving party;

Is rightfully received from a third party without restriction and without breach of this agreement;

Is independently developed by the Receiving party without use of the other party's confidential information and is so documented;

Is disclosed without similar restrictions to a third party by the Party owning the confidential information;

Is approved for release by written authorisation of the disclosing party; or

Is required to be disclosed pursuant to any applicable laws or regulations or any order of a court or a governmental body; provided, however that the Receiving party shall first have given notice to the Disclosing Party and made a reasonable effort to obtain a protective order requiring that the confidential information and / or documents so disclosed be used only for the purposes for which the order was issued.

c) TERM

This agreement shall be effective from the date of the execution of this agreement. Upon expiration or termination as contemplated herein the Receiving party shall immediately cease any or all disclosures or uses of confidential information and at the request of the disclosing party, the receiving party shall promptly return or destroy all written, graphic or other tangible forms of the confidential information and all copies, abstracts, extracts, samples, note or modules thereof;

The obligations of the Firm respecting disclosure and confidentiality shall continue to be binding and applicable without limit until such information enters the public domain.

d) TITLE AND PROPRIETARY RIGHTS

Notwithstanding the disclosure of any confidential information by the Firm, the bank shall retain title and all intellectual property and proprietary rights in the confidential information. No license under any trademark, patent or copyright or application for the same, which exist or thereafter may be obtained by the Bank is either granted or implied by the conveying of confidential information.

e) RETURN OF CONFIDENTIAL INFORMATION

Upon written demand of the Bank, the firm shall (i) cease using the confidential information (ii) return the confidential information and all copies, abstracts, extracts, samples, note or modules thereof to the disclosing party within seven (7) days after receipt of notice and (iii) upon request of the disclosing party, certify in writing that the firm has complied with the obligations set forth in this paragraph.

f) REMEDIES

The firm acknowledges that if it fails to comply with any of its obligations hereunder, the Bank may suffer immediate, irreparable harm for which monetary damages may not be adequate. The firm agrees that, in addition to all other remedies provided at law or in equity, the Bank shall be entitled to injunctive relief hereunder.

g) AGREEMENT TO BE CONSTRUED AS FINAL DOCUMENT

This agreement constitutes the entire agreement between the parties relating to the matter discussed herein and supersedes any and all prior oral discussion and/or written correspondence or agreements between the parties. This agreement may be amended or modified only with the mutual written consent of the parties. Neither this agreement nor any rights, benefits and obligations granted hereunder shall be assignable or otherwise transferable.

h) INDEMNITY

The party agrees to keep confidential all information concerning the Bank that could be considered as "Confidential Information".

The party agrees that in the event of the breach of the clause above by disclosure of confidential information mentioned hereinabove the party would indemnify and keep the Bank indemnified against all losses or damages and all action, suit, litigations or proceedings (including all costs, charges, expenses relating thereto) that the Bank may incur or suffer any damage to its property or reputation or otherwise on account of such a breach committed by the party, as part of the assignment or other related jobs entrusted and done by the party. The party agrees that the amount of compensation as decided by the Bank will be final.

The party agrees that the above compensation payable is in addition to any other right or remedy available to the Bank due to the breach of the covenants contained in this agreement including disclosure of confidential information.

i) SEVERABILITY

If any provision herein becomes invalid, illegal or unenforceable under any law, the validity, legality and enforceability of the remaining provisions and this agreement shall not be affected or impaired.

j) DISPUTE RESOLUTION MECHANISM

In the event of any controversy or dispute regarding the interpretation of any part of this agreement or any matter connected with, arising out of, or incidental to the arrangement incorporated in this agreement the parties has to seek appropriate relief with the Competent Courts located at New Delhi. The Courts at New Delhi shall have exclusive jurisdiction in this regard.

k) JURISDICTION

The parties to this agreement shall submit to the jurisdiction of courts in New Delhi.

l) GOVERNING LAWS

The laws of India shall govern the provisions of this agreement.

In witness whereof the parties hereto have set their hands through their authorised signatories.

m) NON-DISCLOSURE INFORMATION

The Successful Applicant shall not, without the Bank's written consent, disclose any specification or information furnished by or on behalf of the Bank, to any person other than a person employed by the applicant in the performance of the work assigned to them.

Signatures FIRM/ COMPANY

Signatory Name and Designation

Date

PRE CONTRACT- Integrity Pact
(TO BE STAMPED AS AN AGREEMENT)

This pre-Bid pre-contract Agreement (hereinafter called the Integrity Pact) is made on _____ day of the month of _____ 2021 Between

State Bank of India hereinafter referred to as "The Principal", And.....
 hereinafter referred to as "The Applicant"

The Principal intends to empanel BCs for opening of CSP outlets under its Financial Inclusion initiative. The Principal values full compliance with all relevant laws of the land, rules, regulations, economic use of resources and of fairness/transparency in its relations with its Applicant(s).

NOW, THEREFORE,

To avoid all forms of corruption by following a system that is fair, transparent and free from any influence/prejudiced dealings prior to, during and subsequent to the currency of the contract to be entered into with a view to:

- Enabling the Principal to obtain the desired service in conformity with the defined specifications by avoiding the high cost and the distortionary impact of corruption on public procurement; and
- Enabling Applicants to abstain from bribing or indulging in any corrupt practice in order to secure the contract by providing assurance to them that their competitors will also abstain from bribing and other corrupt practices and the Applicants will commit to prevent corruption, in any form, by its officials by following transparent procedures.

The parties hereto hereby agree to enter into this Integrity Pact and agree as follows:

Section 1 - Commitments of the Principal

(1.) The Principal commits itself to take all measures necessary to prevent corruption and to observe the following principles:-

a. No employee of the Principal, personally or through family members, will in connection with the tender for, or the execution of a contract, demand, take a promise for or accept, for self or third person, any material or immaterial benefit which the person is not legally entitled to.

b. The Principal will, during the tender process treat all Applicant(s) with equity and reason. The Principal will in particular, before and during the tender process, provide to all Applicant(s) the same information and will not provide to any Applicant(s) confidential / additional information through which the Applicant(s) could obtain an advantage in relation to the tender process or the contract execution.

c. The Principal will exclude from the process all known prejudiced persons.

(2) If the Principal obtains information on the conduct of any of its employees which is a criminal offence under the IPC/PC Act, or if there be a substantive suspicion in this regard, the Principal will inform the Chief Vigilance Officer and in addition can initiate disciplinary actions.

Section 2 - Commitments of the Applicant(s)

(1) The Applicant(s) commit themselves to take all measures necessary to prevent corruption. The applicant commits itself to observe the following principles during his participation in the tender process and during the contract execution.

a. The Applicant(s) will not, directly or through any other person or firm, offer, promise or give to any of the Principal's employees involved in the tender process or the execution of the contract or to any third person any material or other benefit which he/she is not legally entitled to, in order to obtain in exchange, any advantage of any kind whatsoever during the tender process or during the execution of the contract.

b. The Applicant(s) will not enter with other Applicant(s) into any undisclosed agreement or understanding, whether formal or informal. This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or non-submission of applications or any other actions to restrict competitiveness or to introduce cartelization in the application process.

c. The Applicant(s) will not commit any offence under the relevant IPC/PC Act; further the Applicant(s) will not use improperly, for purposes of competition or personal gain, or pass on to others, any information or document provided by the Principal as part of the business relationship, regarding plans, technical proposals and business details, including information contained or transmitted electronically.

d. The Applicant(s) of foreign origin shall disclose the name and Address of the Agents/representatives in India, if any. Similarly, the Applicant(s) of Indian Nationality shall furnish the name and address of the foreign principals, if any. Further, details as mentioned in the "Guidelines on Indian Agents of Foreign Suppliers" shall be disclosed by the Applicant(s). Also, as mentioned in the Guidelines, all the payments made to the Indian agent/representative have to be in Indian Rupees only. Copy of the "Guidelines on Indian Agents of Foreign Suppliers" to be complied with.

e. The Applicant(s) will, when presenting their application, disclose any and all payments they have made, are committed to or intend to make to agents, brokers or any other intermediaries in connection with the award of the contract.

(2) The Applicant(s) will not instigate third persons to commit offences outlined above or be an accessory to such offences.

Section 3- Disqualification from tender process and exclusion from future contracts

If the Applicant(s) before award or during execution has committed a transgression through a violation of Section 2, above or in any other form such as to put his reliability or credibility in question, the Principal is entitled to disqualify the Applicant(s) from the tender process or take action as per the procedure mentioned in the RFP.

Section 4 – Compensation for Damages

(1) If the Principal has disqualified the Applicant(s) from the tender process prior to the award according to Section 3, the Principal is entitled to demand and recover the damages equivalent to Earnest Money Deposit/Application Security.

(2) If the Principal has terminated the contract according to Section 3, or if the Principal is entitled to terminate the contract according to Section 3, the Principal shall be entitled to demand and recover from the Applicant liquidated damages of the Contract value or the amount equivalent to Bank Guarantee.'

Section 5 – Previous transgression

(1) The Applicant declares that no previous transgressions occurred in the last three years with any other Bank in any country conforming to the anti-corruption approach or with any Public Sector Enterprise in India that could justify his exclusion from the tender process.

(2) If the Applicant makes incorrect statement on this subject, he can be disqualified from the tender process or action can be taken as per the procedure mentioned in "Guidelines on Banning of business dealings".

Section 6 – Equal treatment of all Applicants / Subcontractors

(1) The Applicant(s) undertake(s) to demand from his subcontractors a commitment in conformity with this Integrity Pact.

(2) The Principal will enter into agreements with identical conditions as this one with all Applicants and Contractors.

(3) The Principal will disqualify from the tender process all applicants who do not sign this Pact or violate its provisions.

Section 7 - Criminal charges against violating Applicant(s)/ Sub-Contractor(s)

If the Principal obtains knowledge of conduct of an Applicant, or Subcontractor, or of an employee or a representative or an associate of an Applicant, or Sub-Contractor which constitutes corruption, or if the Principal has substantive suspicion in this regard, the Principal will inform the same to the Chief Vigilance Officer.

Section 8 - Independent External Monitor/Monitors

(1) The Principal appoints competent and credible Independent External Monitor for this Pact. The task of the Monitor is to review independently and objectively, whether and to what extent the parties comply with the obligations under this agreement.

(2) The Monitor is not subject to instructions by the representatives of the parties and performs his functions neutrally and independently. It will be obligatory for him to treat the information and documents of the Applicants as confidential.

(3) The Applicant(s) accepts that the Monitor has 'the right to access without restriction to all documents of the Principal including that provided by the Applicant. The Applicant will also grant the Monitor, upon his request and demonstration of a valid interest, unrestricted and unconditional access to his documents. The same is applicable to Sub-Contractor(s). The Monitor is under contractual obligation to treat the information and documents of the Applicant(s) / Sub-Contractor(s) with confidentiality.

(4) The Principal will provide to the Monitor sufficient information about all meetings among the parties related to the Project provided such meetings could have an impact on the contractual relations between the Principal and the Applicant. The parties offer to the Monitor the option to participate in such meetings.

(5) As soon as the Monitor notices, or believes to notice, a violation of this agreement, he will so inform the Management of the Principal and request the Management to discontinue or take corrective action, or to take other relevant action. The monitor can in this regard submit non-binding recommendations. Beyond this, the Monitor has no right to demand from the parties that they act in a specific manner, refrain from action or tolerate action.

(6) The Monitor will submit a written report to the authority designated by the Bank within 8 to 10 weeks from the date of reference or intimation to him by the Principal and, should the occasion arise, submit proposals for correcting problematic situations.

(7) If the Monitor has reported to the authority as designated by the Bank, a substantiated suspicion of an offence under relevant IPC/PC Act, and the said authority has not, within reasonable time taken visible action to proceed against such offence or reported it to the Chief Vigilance Officer, the Monitor may also transmit this information directly to the Central Vigilance Commissioner.

(8) The word "Monitor" would include both singular and plural.

(9) The Bank has appointed Independent Monitor (hereinafter referred as Monitor) for this pact in consultation with the Central Vigilance Commission (CVC).

*Names and Addresses of the Monitors:

Name	Dr. Parvez Hayat	Ms. Minnie Mathew
Cadre	IPS (Retd.)	IAS (Retd.)
Contact No.	Mobile No. 9810134469	Mobile No. 9951035888
E-mail ID	phayatips@gmail.com	Minniethew635@gmail.com

Law and Place of Jurisdiction

This Pact is subject to Indian Law. The place of performance and jurisdiction is New Delhi.

Other Legal Actions

The actions stipulated in this Integrity Pact are without prejudice to any other legal action that may follow in accordance with the provisions of the extant law in force relating to any civil or criminal proceedings.

Section 9 – Pact Duration

This Pact begins when both parties have legally signed it. It expires for the engaged Applicant 12 months after the contract has been awarded and for all other Applicants 6 months after the completion of process.

Section 10 - Other provisions

(1) This agreement is subject to Indian Law. Place of performance and jurisdiction is the office of the FI & MM Department, State Bank of India, Corporate Centre, 2nd Floor, NBCC Place, Lodi Road, New Delhi-110003.

(2) Changes and supplements as well as termination notices need to be made in writing. Side agreements have not been made.

(3) Should one or several provisions of this agreement turn out to be invalid, the remainder of this agreement remains valid. In this case, the parties will strive to come to an agreement to their original intentions.

(4) In the event of any contradiction between the Integrity Pact and its Annexure, the Clause in the Integrity Pact will prevail.

(For & On behalf of the Principal)

Acknowledgement Letter

Date:

The Deputy General Manager (RBA),
State Bank of India,
FI & MM, Corporate Centre,
2nd Floor, NBCC Place, Lodhi Road,
New Delhi-110003

Dear Sir,

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 the application for Business Correspondent as detailed in this RFP.

2. While submitting this Application, we certify that:

- The undersigned is authorised to sign on behalf of the SERVICE PROVIDER 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.

3. If our offer is accepted, we undertake to start operation within a period of one month, as specified in this document.

4. We agree to abide by all the Application terms and conditions and contents of various Annexures of this document.

5. Until a formal contract is prepared and executed, this Application, together with your written acceptance thereof and your notification of award, shall constitute a binding Contract between us.

6. We undertake that in competing for (and, if the award is made to us, in executing) the above contract, we will strictly observe the laws against fraud and corruption in force in India namely "Prevention of Corruption Act 1988".

7. We undertake that we will not offer, directly or through intermediaries, any bribe, gift, consideration, reward, favor, 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 application process, or to any person, organization or third party related to the contract in exchange for any advantage in the application, evaluation, contracting and implementation of the contract.

8. We undertake that we will not resort to canvassing with any official of the Bank, connected directly or indirectly with the application process to derive any undue advantage. We also understand that any violation in this regard, will result in disqualification of applicant from further application process.

9. We certify that we have not made any changes in the contents of the RFP document read with its amendments/clarifications provided by the Bank submitted by us in our Application document. We also agree to abide by all the RFP terms and conditions, contents of Service Level Agreement as per template available at Annexure-18 of this RFP.

10. It is further certified that the contents of our Application are factually correct. We also accept that in the event of any information / data / particulars proving to be incorrect, the Bank will have the right to disqualify us from the Application.

11. We understand that SBI is not bound to accept any Application it may receive and Bank may reject all or any Application without assigning any reason or giving any explanation whatsoever.
12. We hereby certify that our name does not appear in any "Caution" list of RBI / IBA or any other regulatory body for outsourcing activity.
13. If our Application is accepted, we undertake to enter into and execute at our cost, when called upon by the Bank to do so, a contract in the prescribed form and we shall be jointly and severally responsible for the due performance of the contract.
14. We hereby certify that on the date of submission of Application for this RFP, 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 hereby certify that we are not defaulters of any bank/financial institutions against the loans/advances granted to us by them.
15. We hereby certify that on the date of submission of Application, we do not have any Service Level Agreement pending to be signed with SBI or any other Bank for more than 6 months from the date of issue of work order.
16. The application process will be finalised by the Bank based on the parameters given in the application and Bank's decision in this regard will be final and binding on us.
17. We hereby undertake and agree to abide by all the terms and conditions stipulated by the bank in the RFP document.

Dated this day of 2021

_____ (Signature)
(Name)

(In the capacity of)

Duly authorised to sign Application for and on behalf of

Firm/Entity – Seal/Stamp

Note: Entity to provide copy of the board resolution authorising the signatory to sign the application.

Note: This agreement will require stamp duty as applicable in the State where it is executed or stamp duty payable as per Delhi Stamp Act, whichever is higher.

Certificate for Tenders for Works under Rule 144 (xi) in the General Financial Rules (GFRs), 2017

To:

Date:

Dear Sir,

Ref: RFP No. RBA/FIMM/2021-22/1 Dated 10.04.2021

Applicant Name:

We, _____ are 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 "Bidder/Seller" which expression shall mean and include, unless the context otherwise requires, its / his successors and permitted assigns.

This is to certify that we have read the clauses stated in the Office Memorandum issued by Ministry of Finance on the Insertion of Rule 144 (xi) in the General Financial Rules (GFRs), 2017 dated 23 July 2020 and amendments & clarifications hereto regarding restrictions on procurement from a bidder of a country which shares a land border with India and on sub-contracting to contractors from such countries. We certify that the Bidder is not from such a country or, if from such a country, has been registered with the Competent Authority and will not sub-contract any work to a contractor from such countries unless such contractor is registered with the Competent Authority. We hereby certify that we fulfill all requirements in this regard and is eligible to be considered.

We also accept that if such certificate given by the Bidder if our bid is accepted and is found to be false, this would be a ground for immediate termination and further legal action in accordance with law.

Signature and Seal of the Applicant

Note: Where applicable, evidence of valid registration by the Competent Authority shall be attached.

Details of existing contracts/engagements if any

S. No.	Govt./Institution	Contract details	No. of Retail Points	Total

Bank Guarantee Format
(To Be Stamped As An Agreement)

THIS BANK GUARANTEE AGREEMENT executed atthis.....day of 2021 by (Name of the Bank)..... having its Registered Office atand 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).

1. WHEREAS M/s _____, incorporated under _____ Act having its registered office at _____ and principal place of business at _____ (hereinafter referred to as "Service Provider/ Service provider" which expression shall unless repugnant to the context or meaning thereof shall include its successor, executor & assigns) has agreed to provide Business Correspondent Services (hereinafter referred to as —Services") to SBI in accordance with the Request for Proposal (RFP) Application No. RBA/FIMM/2021-22/1 dated 10/04/2021.
2. WHEREAS, SBI has agreed to avail the Services from the Service Provider for a period of 1 year, subject to the terms and conditions of this RFP.
3. WHEREAS, in accordance with terms and conditions of the RFP/Agreement dated....., Service Provider is required to furnish a Bank Guarantee for a sum of Rs. _____ /- (Rupees _____ only) for due performance of the obligations of the Service Provider in providing the Services, in accordance with the RFP /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.
4. WHEREAS, the Bank Guarantee is required to be valid for a total period of...60..... months and in the event of failure, on the part of Service Provider, to fulfill any of its commitments / obligations under the RFP/Agreement, SBI shall be entitled to invoke the Guarantee.

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

NOW THIS GUARANTEE WITNESSETH THAT

1. In consideration of SBI having agreed to entrust the Service Provider for rendering Services as mentioned in the RFP, we, the Guarantors, hereby unconditionally and irrevocably guarantee that Service Provider shall fulfill its commitments and obligations in respect of providing the Services as mentioned in the RFP/Agreement and in the event of Service Provider failing to perform / fulfill its commitments / obligations in respect of providing Services as mentioned in the RFP/Agreement, we (the Guarantor) shall on demand(s), from time to time from SBI, without protest or demur or without reference to Service Provider and notwithstanding any contestation or existence of any dispute whatsoever between Service Provider and SBI, pay SBI forthwith the sums so demanded by SBI 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 name of the Guarantee issuing Bank) confirm that our obligation to the SBI, under this guarantee shall be independent of the agreement or other understandings, whatsoever, between the SBI and the Service Provider.
4. This guarantee shall not be revoked by us (the Guarantor) without prior consent in writing of the SBI.

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

- (i) Any neglect or forbearance on the part of SBI to Service Provider or any indulgence of any kind shown by SBI to Service Provider or any change in the terms and conditions of the Agreement or the Services shall not, in any way, release or discharge the Bank from its liabilities under this Guarantee.
- (ii) This Guarantee herein contained shall be distinct and independent and shall be enforceable against the Guarantor, notwithstanding any Guarantee or Security now or hereinafter held by SBI at its discretion.
- (iii) This Guarantee shall not be affected by any infirmity or absence or irregularity in the execution of this Guarantee by and / or on behalf of the Guarantor or by merger or amalgamation or any change in the Constitution or name of the Guarantor.
- (iv) The guarantee shall not be affected by any change in the constitution of SBI or Service Provider or winding up / liquidation of Service Provider, whether voluntary or otherwise.
- (v) This guarantee shall be a continuing guarantee during its validity period.
- (vi) This Guarantee shall remain in full force and effect for a period of 5 years 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 DELHI, India alone shall have the jurisdiction to try & entertain any dispute arising out of this guarantee.

Notwithstanding anything contained herein above:

- (a) Our liability under this Bank Guarantee shall not exceed Rs...../- (Rupeesonly)
- (b) This Bank Guarantee shall be valid up to _____ **(DATE OF EXPIRY OF BG plus ONE YEAR CLAIM PERIOD FROM THE DATE OF EXPIRY).**
- (c) We are liable to pay the guaranteed amount or any part thereof under this Bank Guarantee only and only if SBI serve upon us a written claim or demand on or before _____.

Yours faithfully,

For and on behalf of Bank

Authorised Official

Pre-Bid Query Format

RFP Dated:

Name of Applicant:

S. No.	Page No.	Clause No.	Existing Clause	Query/Suggestion

Affidavit - I

Affidavit On A Non Judicial Stamp Paper & Duly Notarised

(To be stamped as per the Stamp Act prevalent at the place of execution)

I, _____ sole proprietor/partner/authorized signatory of M/s. _____ public / private limited company, having its registered office at.....(Full Address) do hereby solemnly affirm and declare as under:-

1. That our company is not blacklisted by any Bank/ State Government / Central Government / Financial institution, etc. and have not sublet / subcontracted any work allocated to us.
2. That our company has never been convicted or have any cases pending in the court of Law against any Bank/State Government/Central Government/Financial institution.
3. That our company has never defaulted in execution of any contract/order of Bank/State Government/ Central Government/Financial institution or has no suit for recovery ever filed by any govt. organization against us for violation of terms and conditions.
4. We hereby undertake that our name does not appear in any "Caution" list of RBI/IBA or any other regulatory body for outsourcing activity.
5. We hereby certify that on the date of submission of Application for this RFP, 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 hereby certify that we are not defaulters of any bank/financial institutions against the loans/advances granted to us by them.
6. I/we hereby declare that our Company _____ is having unblemished past record and was not declared ineligible for corrupt & fraudulent practices either indefinitely or for a particular period of time.
7. That our company has never returned any contract/order unexecuted.
8. That no Bank/ customer of our company is dissatisfied with the Services provided by us and our services are found to be satisfactory by all the banks/customer.
9. That we shall not be sub-contracting any work unless as permitted under Clause 29 of the RFP, if we are selected as the successful applicant.
10. We have the necessary powers and all statutory approvals required, permissions, licenses and certificates to be appointed as a service provider and the same are still valid and subsisting.

(Signature of the Authorised Signatory/Proprietor/ Managing Partner/Director with Seal)
DEPONENT

Verified at on.....that the contents of Paras 1 to 10 of this affidavit are true and correct and no part of this is false and nothing material has been concealed or falsely stated therein.

(Signature of the Authorised Signatory /Proprietor/ Managing Partner/Director with Seal)

DEPONENT

(Signature & Seal of Notary)

Certificate from Public Sector Bank(s) in case the entity is working as a Business Correspondent

The Deputy General Manager (RBA),
State Bank of India,
FI & MM, Corporate Centre,
2nd Floor, NBCC Place, Lodhi Road,
New Delhi-110003

Reg: FINANCIAL/RETAIL SERVICES PROVIDED BY _____ (NAME)

Dear Sir,

1. M/s has been working with our Bank as BC (Business Correspondent) since (Date). They have been allottednumber of CSPs (Customer Service Points), out of which number of CSPs were found active during the period (01.04.2020 to 31.03.2021).
2. The CSPs deployed by the company have canvassed Rs. ---- crore Deposit in accounts as on 31.03.2021.
3. The average monthly transactions during the period (01.04.2020 to 31.03.2021) made by the CSPs deployed by the company is _____(number).
4. The various services provided at CSP points are.....in number and include (Account opening, Cash withdrawal, Cash deposit, enrolment of APY, PMJJBY, PMSBY etc. (all services provided to be given here).
5. No of states covered by the BC (Business Correspondent) are: _____(Specify Names of the all the states).
6. The services provided by M/s. _____are found to be satisfactory.

This certificate is issued at the request of M/s. _____ for empanelment as BC as per RFP floated by State Bank of India.

Signature

(Name)
General Manager(FI)/DGM(FI)

Certificate required from Chartered Accountant

The Deputy General Manager (RBA),
State Bank of India,
FI & MM, Corporate Centre,
2nd Floor, NBCC Place, Lodhi Road,
New Delhi-110003

Dear Sir,

In respect of M/s _____, we certify as under:

1. The company is engaged in Retail/Financial sector for the last years, since _____.
2. The company has earned profit for the last three FY 2017--18, 2018-19 and 2019-20 amounting to Rs. _____, _____ and _____ respectively.
3. Tangible Net worth of the company is Rs. crores as on 31.03.2020.
4. The annual turnover of the company is Rs. crores as on 31.03.2020.
5. The Net Profit of the Company is Rs. Crores as on 31.03.2020.
6. The Company has _____ number of employees on its rolls as on 31.03.2021.
7. The activity required for undertaking Business Correspondent business has been incorporated in the Memorandum & Articles of Association of the company.

M/s -----,
Chartered Accountant

BC,
[(Give the name of the Office /
Branch / BU) which engages the BC]

Undertaking of Fidelity / Secrecy (to be obtained by the BC from their CSP)

1. We (giving name and detailed description of CSP) hereby undertake that during the tenure of our engagement with the Business Correspondent as CSP, shall render the services with utmost seniority integrity, and as per the benchmark of service standards in the Industry. We hereby further undertake to obtain and maintain suitable undertaking(s) of fidelity / secrecy from our Sub-KOs & representations, if any, who may be engaged in rendering of the services as per terms and conditions subject to which we have been engaged as CSPs.

We hereby undertake to maintain absolute confidentiality in respect of all information and records which may come to our knowledge or custody while rendering services as CSP. We shall maintain confidentiality of the information and for our records which come to our knowledge /custody even after termination of our engagement of CSP as we are aware that the information and/or records are of immense value to the Bank, the disclosure of which to third parties / outsiders can result in severe implications to the Bank.

For and on behalf of
(Full Name & description of
CSP
Place :
Date : (Authorised Signatory)
(* Delete which is not applicable)

Letter of Indemnity

The Deputy General Manager (RBA),
State Bank of India,
FI & MM, Corporate Centre,
2nd Floor, NBCC Place, Lodhi Road,
New Delhi-110003

Dear Sir,

We refer to our application for your RFP No. RBA/FIMM/2021-22/1 dated 10.04.2021 for engagement of corporate business correspondents for financial inclusion by providing banking services through kiosk.

2. We, _____(Company) hereby undertake to indemnify State Bank of India and agree to protect and hold the Bank harmless against all claims, losses, costs, damages, expenses, action suits and other proceedings resulting from infringement of any rules, laws and regulations or such other statutory infringements in respect of services provided for financial inclusion banking services.

3. Applicant is liable to bear any losses at any BC location that bank or customer suffers owing to security procedures or standard lapses or due to occurrence of any fraudulent transactions committed. The applicant shall adequately compensate for any loss occurred to the Bank/ and customer due to any system / procedure / service lacunae.

Yours faithfully

Name & Signature of authorised signatory of Firm/Entity

Seal/Stamp

STANDARD BC A G R E E M E N T (SLA)
(TO BE STAMPED AS AN AGREEMENT AND INDEMNITY
AS PER THE APPLICABLE STATE STAMP ACT)

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This agreement is made at New Delhi (Place) on this ___ day of _____ 20__

Between

State Bank of India, a statutory body constituted under the State Bank of India Act, 1955 having its Corporate Centre at State Bank Bhavan, Madame Cama Road, Nariman Point, Mumbai - 21 and its Financial Inclusion and Micro Market Department at 2nd Floor, NBCC Place, Lodhi Road, New Delhi - 110003 hereinafter referred to as "The Bank" (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and shall include its successors in title and assigns) of the First Part.

AND

Business Correspondent (BC) (Name) _____, a _____ incorporated under the provisions of the _____ Act, _____ having its registered office at _____ and hereinafter referred to as "Service Provider" and/or "SP" (which expression shall unless repugnant to the context or meaning thereof shall include its successor & permitted assigns) of the Second Part.

WHEREAS

(i) The Bank is desirous of availing services for Business Correspondent (BC) to facilitate financial inclusion and business growth.

(ii) The Service Provider is in the business of _____ and has agreed to provide the services of Business Correspondent as may be required by the Bank mentioned in the Request of Proposal (RFP) No. _____ dated _____ issued by the Bank along with its clarifications/corrigendum issued by the Bank, referred hereinafter as a "RFP" and same shall be part of this Agreement.

NOW THEREFORE, in consideration of the mutual covenants, undertakings and conditions set forth below, and for other valid consideration the acceptability and sufficiency of which are hereby acknowledged, the Parties hereby agree to the following terms and conditions hereinafter contained: -

1. **DEFINITIONS & INTERPRETATION**

1.1 **Definition**

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

- A. 'The Bank' shall mean the State Bank of India {**Corporate Centre at Mumbai, FI & MM Deptt. at New Delhi, various other offices (LHOs/Head Offices/Zonal Offices/Regional Offices etc. of State Bank of India), domestic and foreign branches/other offices** and subsidiaries}
- B. "Confidential Information" shall have the meaning set forth in Clause 5.
- C. "Deficiencies" shall mean non-satisfactory outcome of the Services which has resulted in deviation from the desired outcome and has thereby caused loss to a party of this Agreement.
- D. "Intellectual Property Rights" shall mean, on a worldwide basis, any and all: (a) rights associated with works of authorship, including copyrights & moral rights; (b) Trade Marks; (c) trade secret rights; (d) patents, designs, algorithms and other industrial property rights; (e) other intellectual and industrial property rights of every kind and nature, however designated, whether arising by operation of law, contract, license or otherwise; and (f) registrations, initial applications, renewals, extensions, continuations, divisions or reissues thereof now or hereafter in force (including any rights in any of the foregoing).

- E. "BC remuneration" means the price payable to the Service Provider under the Agreement for the full and proper performance of its contractual obligations.
- F. 'Services' shall mean and include the Services offered by Service Provider under this Agreement more particularly described in Clause 2 of this Agreement.

G. Interpretations:

- I. Reference to a person includes any entity, firm, body corporate, association (whether incorporated or not) and authority or agency (whether government, semi government or local).
- II. The singular includes the plural and vice versa.
- III. Reference to any gender includes each other gender.
- IV. 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.
- V. The Schedules, Annexures and Appendices to this Agreement shall form part of this Agreement.
- VI. 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.
- VII. 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.
- VIII. Any agreement, notice, consent, approval, disclosure or communication under or pursuant to this Agreement is to be in writing.
- IX. 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.

1.2 Commencement & Term

- A. This Agreement shall commence from its date of execution mentioned above/ deemed to have commenced from _____ (**Effective Date**).
- B. This Agreement shall be in force for a period of 12 months, unless terminated by the Bank by notice in writing in accordance with the termination clauses of this Agreement and/or RFP. The services of service provider will be reviewed after 12 months.
- C. The Bank shall have the right at its discretion to renew this Agreement in writing, on the existing terms and conditions or the modified terms and conditions as may be mutually agreed between the parties, unless specifically terminated by either of the parties as provided in the agreement.
- D. 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.

2. SCOPE OF SERVICES

2.1 The scope and nature of the work and the standard service which the SP has to provide are detailed in Schedule-A.

2.2 SP shall ensure that their agents/sub-contractors

- (a) Are holding minimum qualifications of 12th pass for selecting them in the capacity of agent or sub-contractor.
- (b) All agents/Sub-Contractors engaged as Customer Service Provider (CSP) and Sub-KOs by the SP obtain mandatory BC certification from Indian Institute of Banking and Finance (IIBF) within 9 months from the commencement of operations.
- (c) Regular services are offered to the customers at the service outlets of the Bank.
- (d) Are properly trained to handle with care, their responsibilities particularly aspects like soliciting customer, hours of calling, privacy of customer information and informing the correct terms and conditions of the products offered etc.
- (e) Adhere to extant instructions on Fair Practices Code for lending as also code for collection of dues as Recovery Agent subject to qualifying DRA training and obtain certification for collection of dues and repossession of security. It is essential that they refrain from action that could damage the integrity and reputation of the Bank.
- (f) Shall not resort to intimidation or harassment of any kind either verbal or physical against any person in their debt collection efforts, including acts intended to humiliate publicly or intrude the privacy of the borrowers' family members, referees and friends, making threatening and anonymous calls or making false and misleading representations.
- (g) SP shall ensure that due diligence is done on selected agents/Sub-Contractors (CSP/Sub-KO) and employees to the satisfaction of the Bank and Bank shall have access to such records. SP to ensure to obtain their police verification before their appointment and submit to the Bank.
- (h) SP shall not engage in levying service charges over and above the Bank's advised rates. SP will be liable for any such actions of agents/employees/sub-contractors.
- (i) Are having interoperable devices with updated specifications released by the Bank/IBA/RBI or any other agency.
- (j) SP shall ensure to provide all CSPs with Ultra-Violet Lamps to enable detection of counterfeit notes.

2.3 SP may render the services through agents/Sub-Contractors subject to the condition that SP shall obtain prior written approval of the Bank before engaging agents/Sub-Contractor(s). Bank at its own discretion may permit or deny the same. Notwithstanding approval of the Bank for Sub-Contracting, SP shall remain liable to the Bank for acts/omissions of agents/Sub-Contractors. In the event of sub-contracting, the SP shall ensure that suitable documents including confidentiality agreement are obtained from the sub-contractor and the SP shall ensure that the secrecy, security and safety of Bank's data/processes is maintained.

2.3.1 In case of subcontracting permitted, Service Provider is responsible for all the Services provided to the Bank regardless of which entity is conducting the operations. Service Provider is also responsible for ensuring that the sub-contractor comply with all security/confidentiality requirements and other terms and conditions as applicable to Service Provider mentioned in this Agreement. Bank reserves the right to conduct independent audit in this regard.

2.3.2 Service Provider shall provide subcontracting details to the Bank and Bank may evaluate the same. Notwithstanding approval of the Bank for sub-contracting, the Service Provider shall remain liable to the Bank for all acts/omissions of sub-contractors.

2.3.3 The Bank reserves the right to ask Service Provider and Service provider shall change/amend the clause(s) entered between Service Provider and Subcontractor for Bank's suitability.

2.4 SP shall adhere to the performance standards in respect of services and products as detailed in Schedule 'A', which forms part & parcel of this agreement. The Bank shall have the absolute right to amend / vary / the contents of schedule 'A' anytime during the currency of this agreement by advising the same to SP in writing and upon such advice, the amended Schedule 'A' shall become effective. The SP shall not be entitled to dispute any such amendments made to Schedule 'A' in any manner for any reasons whatsoever.

3 REPRESENTATIONS AND WARRANTIES

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

3.1.1 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.

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

3.1.3 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, and that any IPR provided by a Party does not infringe the IPR status of any third party.

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

3.1.5 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.

3.4 Additional Representation and Warranties by Service Provider

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

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

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

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

3.4.5 Service Provider warrants that the software deployed/ upgraded as a part of this Agreement is free from malware, free from any obvious bugs, and free from any covert channels in the code (of the versions of the applications/software being delivered as well as any subsequent versions/modifications done) and free from OWASP vulnerabilities of applications/software arising

out of faulty design, workmanship, etc. during the service period. Service Provider (SP) to ensure that its agents (CSPs) use only the Bank's authorised software for the purpose.

- 3.4.6 Service Provider represents and warrants that its agents/Sub-Contractors shall be present at Bank premises or any other place as the bank may direct, and follow all the instructions provided by the Bank; act diligently, professionally and shall maintain the decorum and environment of the Bank; comply with all occupational, health or safety policies of the Bank.
- 3.4.7 Service Provider shall assume responsibility under Labour Laws and also hold the Bank harmless from any loss, expense, damage or personal injury, death and any claim for payment of compensation of its employees, salary, retirement benefits, or any other fringe benefits asserted by an employee of Service Provider, arising out of Service Provider's performance of Services hereunder.

4 MAINTENANCE OF RECORDS BY SP AND MONITORING / INSPECTION BY THE BANK.

4.1 SP specifically agrees to maintain all records accounts including registers / documents etc. as per instructions of the Bank from time to time and ensure safe and proper custody of all records, accounts including documents etc.

4.2 The SP shall maintain the records, registers, accounts and documents relating to the customer information in such manner so that those can be isolated, identified and segregated and the SP shall protect the absolute confidentiality thereof.

4.3 SP specifically agrees that the Bank shall be entitled to inspect and audit the records maintained by SP through its officers/employees or agents / auditors as may be decided by the Bank at its sole discretion and SP hereby undertakes to promptly produce all records and information required for this purpose / for the purposes of inspection and audit. SP shall provide access, to the Officers / employees / representatives / agents or auditors of the Bank to the premises / places where such records are kept / maintained. The Bank shall have a right to obtain copies of any audit report, review reports and findings made on the SP in connection with the services performed by SP for the Bank.

4.4 Further, SP specifically agrees that it shall allow access to Reserve Bank of India (RBI) or persons authorised by RBI or its employees/officers or other persons to inspect and access the documents, accounts, records of transactions and all necessary information in possession of, or stored or processed by the SP within a reasonable time. The persons authorised by RBI shall have right to obtain copies of the records, information etc. in possession of SP. SP further agrees that in case access is not allowed to the persons authorised by RBI for the purposes of inspection which results in imposition of supervisory fees/Regulatory fines and or penalties by RBI upon the Bank, and the Bank is required to pay such supervisory fees Regulatory fines and or penalties to RBI, SP shall be liable to reimburse to the Bank such fees including any penalty, interest levied and recovered by RBI.

4.5 The Bank shall have right to conduct surprise check of the Service Provider's activities in respect of the Services.

4.6 The Service Provider agrees to preserve the documents and data in respect of the Services for such period in accordance with the legal/regulatory obligation of the Bank as well as, as per the internal policies of the Bank in this regard.

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

4.8 SP shall bear all expenses/costs & charges in connection with the inspection and audit either conducted by the Bank or by RBI.

4.9 SP specifically agrees that the Bank has full right to monitor and assess the performance of services by SP and wherever the Bank discovers any deficiency or non-performance of the services up to the mark, the

Bank shall instruct the SP in writing and SP agrees to rectify the deficiencies or to ensure compliance of the instructions of the Bank.

4.10 SP agrees to prepare and produce by _____ (Date of Execution) a 'Business Continuity Plan' for the purposes of ensuring continued rendering of services undertaken by the SP to the Bank or latest within one month from the date of execution of the agreement. SP agrees to make necessary changes to the Business Continuity Plan or Contingency Plan as per instructions / directions given by the Bank after examination of the plan submitted by the SP.

4.11 SP will comply with all the directions of DFS/IBA/RBI applicable for the BC channel. The requirement of DFS/IBA/RBI will be mandated to the SP from time to time. The SP is obliged to implement the same within allocated time.

4.12 The Service Provider shall arrange and ensure proper Data Recovery Mechanism, Attrition Plan and other contingency plans to meet any unexpected obstruction to the service provider or any sub-contractors of the service provider in rendering the Services or any part of the same under this Agreement to the Bank. The Service Provider at Banks discretion shall co-operate with the Bank in case of any contingency.

5 CONFIDENTIALITY

- 5.1 "Confidential Information" mean all information which is material to the business operations of either party or its affiliated companies, in any form including, but not limited to, proprietary information and trade secrets, whether or not protected under any patent, copy right or other intellectual property laws, in any oral, photographic or electronic form, whether contained on computer hard disks or otherwise without any limitation whatsoever. This clause shall survive even after the expiry/termination of this agreement.
- 5.2 All information relating to the accounts of the Bank's customers shall be confidential information, whether labeled as such or otherwise.
- 5.3 Each party agrees that it will not disclose any Confidential Information received from the other to any third parties under any circumstances without the prior written consent of the other party unless such disclosure of Confidential Information is required by law, legal process or any order of any government authority. Service Provider in this connection, agrees to abide by the laws especially applicable to confidentiality of information relating to customers of Banks and the banks per-se, even when the disclosure is required under the law. In such event, the Party must notify the other Party that such disclosure has been made in accordance with law, legal process or order of a government authority.
- 5.4 Each party, including its personnel, shall use the Confidential Information only for the purposes of achieving objectives set out in this Agreement. Use of the Confidential Information for any other purpose shall constitute breach of trust of the same.
- 5.5 Each party may disclose the Confidential Information to its personnel solely for the purpose of undertaking work directly related to the Agreement. The extent of Confidential Information disclosed shall be strictly limited to what is necessary for those particular personnel to perform his/her duties in connection with the Agreement. Further each party shall ensure that each personnel representing the respective party agree to be bound by the terms of this Agreement.
- 5.6 The non-disclosure obligations herein contained shall not be applicable only under the following circumstances:
- (i) Where Confidential Information comes into the public domain during or after the date of this Agreement otherwise than by Disclosure by a Party in breach of the terms hereof.
 - (ii) Where any Confidential Information was disclosed after receiving the written consent of the other Party.
 - (iii) Where if a Party is requested or required by law or by any Court or governmental agency or authority to disclose any of the confidential information, then that Party will provide the other party with prompt notice of such request or requirement prior to such disclosure.
 - (iv) Where any Confidential Information was received by the Party from a third party which does not have any obligations of confidentiality to the other Party.
 - (v) Where any Confidential Information is required to be disclosed pursuant to a requirement of a governmental agency or law so long as the parties provide each other with timely prior written notice

of such requirement and provide all reasonable co-operation in regard to taking protective action against such disclosure requirement.

- 5.7 Service Provider shall abide with the Bank's IT and IS policy in key concern areas relevant to the engagement. Specific requirements will be shared as and when required.
- 5.8 Service Provider shall implement any enhanced solutions mandated by security requirements for any / all types of Software / support.
- 5.9 Any document received from the Bank shall remain the property of the Bank and shall be returned (in all copies) to the Bank on completion of the Service Provider's performance under the Agreement.
- 5.10 SP is aware that all information disclosed to the SP by the Bank and all records, accounts, documents maintained by SP are confidential in nature and having regard to the sensitive nature of the information and records, specifically agrees to maintain integrity, secrecy and confidentiality of all the information and records, accounts in respect of the outsourced services in the same manner & degree of care as SP would ensure for its own confidential & sensitive information. SP shall ensure that appropriate and suitable undertaking / agreements are obtained and maintained from its employees, agents/Sub-Contractors as the case may be to ensure compliance with confidentiality obligations of SP.
- 5.11 In the event that SP 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 Bank with prompt written notice. In any case, the compelled Party will furnish only that portion of the Confidential Information which is legally required and will exercise all reasonable efforts to obtain reliable assurance that confidential treatment will be accorded to the Confidential Information.
- 5.12 SP agrees to indemnify and hereby keeps the Bank indemnified against all actions, claims, loss, damages, Costs, Charges, expenses (including Attorney / Advocate fees and legal expenses) which the Bank may suffer or incur on account of breach of confidentiality obligations. SP further agrees to make good the loss suffered by the Bank upon first demand by the Bank which shall be final, conclusive and binding on SP.
- 5.13 SP specifically agrees that the confidentiality obligations of the SP in terms of this agreement shall survive termination of this agreement.
- 5.14 SP agrees that the products and services of other Banks or Financial Service Providers will not be provided at the service outlets of the SP.
- 5.15 All Confidential Information and Confidential Materials are and shall remain the property of Disclosing Party. By disclosing information to Receiving Party, Disclosing Party does not grant any expressed or implied right to Receiving Party to disclose information under the Disclosing Party patents, copyrights, trademarks, or trade secret information.
- 5.16 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.

6 RELATIONSHIP BETWEEN THE PARTIES

- 6.1 It is specifically agreed that the SP 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 implication (express agreement between the Parties).
- 6.2 Neither SP nor its employees, agents, representatives, Sub-Contractors shall hold out or represent as agents of the Bank.
- 6.3 None of the employees, representatives or agents / sub-contractors of Service Provider shall be entitled to claim any absorption or any other claim or benefit against the Bank.

6.4 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.

6.5 All the obligations towards the employees of a Service Provider including that on account of personal accidents occurred while working in the premises of the Bank shall be with the respective SP and not on the Bank in whose premises the accident occurred. In other words, Bank should not be made responsible for any incidental or accidental expenses or casualties arising out of the services rendered and the responsibilities lies with Service Provider only.

7 COMPLIANCE WITH LAWS BY SP

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

7.2 SP shall procure and maintain all necessary licenses permissions, approvals from the relevant authorities under the applicable laws throughout the currency of this agreement.

7.3 SP shall be solely liable & responsible for compliance of applicable Labour Laws in respect of its employees, agents, representatives and Sub-Contractors and in particular Laws relating to terminal benefits such as Pension, Gratuity, Provident Fund, Bonus or other benefits to which they may be entitled and the Bank shall have no liability in this regard.

7.4 SP hereby represents and warrants 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.

Compliance with IS Security Policy

The Service provider shall have to comply with Bank's IT & IS Security policy in key concern areas. Some of the key areas are as under:

- I. Responsibilities for data and application privacy and confidentiality.
- II. Responsibilities on system and software access control and administration.
- III. Password Policy of the Bank.
- IV. Data Encryption/Protection requirements of the Bank.
- V. In general, confidentiality, integrity and availability must be ensured.

8 FEES, TAXES DUTIES & PAYMENTS

8.1 SP shall be paid fees and commission subject to deduction of income tax thereon wherever required under the provisions of the Income Tax Act by the Bank.

8.2 All other taxes including GST, wherever applicable, duties and other charges which may be levied shall be borne by the SP and the Bank shall not be liable for the same.

8.3 All expenses, stamp duty and other charges expenses in connection with execution of this agreement shall be borne by SP alone.

8.4 Service Provider shall provide a clear description quantifying the services provided in the invoices generated by them.

8.5 The Bank will pay properly submitted valid invoices within reasonable period but not exceeding **thirty (30) days** after its receipt thereof. All payments shall be made in Indian Rupees.

8.6 The Bank may withhold payment of any charges that it disputes in good faith, for deficiency in service or otherwise, and may set-off penalty amount and any other amount which Service provider owes the Bank against charges payable to Service provider under this Agreement.

8.7 In the event the Bank intends to withhold any payment, the Bank shall notify the Service Provider, immediately, within 30 days of receipt of the invoice indicating the reason for such withholding and detailing the deficiency in services. Upon receipt of such intimation, the Service Provider shall either rectify such deficiency or provide adequate reasons for such deficiency or accept such deficiency. If the deficiency is rectified, or if the Bank is satisfied with the response of the Service Provider, then the Banks shall not withhold any payments.

9 GENERAL INDEMNITY

9.1 SP 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 any deficiency in services rendered by SP or breach of any obligations including without limitation, breach of confidentiality obligations or any acts of Commission / omission on the part of employees, agents, representatives or Sub-Contractors of SP. SP agrees to make good the loss suffered by the Bank on first demand made by the Bank in this regard which shall be final conclusive and binding on SP.

9.2 SP further undertakes to promptly notify the bank in writing, any breach of obligation of the agreement by its employees or representatives including confidentiality obligation and in such an event, the Bank will in addition to and without prejudice to any other available remedies be entitled to immediate equitable relief in a Court of competent jurisdiction to protect its interest including injunctive relief.

9.3 The Service Provider shall be directly and vicariously liable to indemnify the Bank in case of any misuse of data/information of the Bank by the Service Provider, deliberate or otherwise and this includes against intangible/ reputation losses.

9.4 The Service Provider hereby undertakes the responsibility to take all possible measures, at no additional cost, to avoid or rectify any issues which thereby results in non-performance of hardware/deliverables within reasonable time.

10 TERM & TERMINATION

10.1 The Bank as well as SP shall have right to terminate the agreement by giving a month's notice in writing to the other party. In the event of termination of the agreement by SP, all records, information including documents etc. shall be returned by SP to the Bank as per instructions of the Bank.

10.2 The Bank shall have a right to terminate the agreement immediately by giving a month's notice in writing to SP in the following eventualities:

- a) If any Receiver/Liquidator is appointed in connection with the business of the SP or SP 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 SP.
- b) If SP applies to the Court or passes a resolution for voluntary winding up of SP or any other creditor/person files a petition for winding up or dissolution of SP.
- c) If SP, in the reasonable opinion of the Bank is unable to pay its debts or discharge its liabilities in normal course of business.
- d) If SP is unable to render the services up to the mark as envisaged under this agreement upon a reasonable assessment of the circumstances by the Bank which affect rendering of the services by SP as envisaged under this agreement.
- e) If any acts of commission or omission on the part of SP or its agents, employees, sub-contractors or representatives, in the reasonable opinion of the Bank tantamount to fraud or prejudicial to the interest of the Bank or its customers.

- f) If SP is owned/controlled wholly/partly by any other bank operating in India.
- g) If any officer/employee/director of SP or their relatives as defined in section 2(77) of the Companies Act, 2013 becomes a director/ officer or employee of the Bank.

10.3 In the event the Bank terminates the Agreement in whole or in part for the breaches attributable to the Service Provider, the bank may procure services upon such terms and in such manner, as it deems appropriate.

10.4 In the event of termination of the Agreement, Service Provider shall be entitled to receive payment for the Services rendered (delivered) up to the effective date of termination, subject to other terms of the contract.

10.5 The Bank will have exclusivity at the Customer Service Points of the SP. Accordingly, an outlet of the BC sourcing business for the Bank should not source any banking/financial product for any other Bank/Institution.

10.6 In the event of termination of the Agreement for any reason, Bank shall have the right to give suitable publicity to the same including advising the Indian Bank's Association.

10.7 In the event of termination of the Agreement or on the expiry of the term/renewed term of this Agreement, the Service Provider shall render all reasonable assistance and help to the Bank and any new contractor engaged by the Bank for the smooth switch over and continuity of the Services or if so required by the Bank take all necessary steps to bring the Services to a close in a prompt and orderly manner.

10.8 Upon termination or expiration of this Agreement, all rights and obligations of the Parties hereunder shall cease, except:

- (a) such rights and obligations as may have accrued on the date of termination or expiration;
- (b) the obligation of confidentiality; and
- (c) any right which a Party may have under the Applicable Law.

11 ARBITRATION, GOVERNING LAWS AND JURISDICTION

11.1. All disputes or differences whatsoever arising between the parties out of or in connection with this Agreement (including dispute concerning interpretation) or in discharge of any obligation arising out of the Agreement (whether during the progress of work or after completion of such work and whether before or after the termination of this Agreement, abandonment or breach of this Agreement), shall be settled amicably.

11.2. If the parties are not able to solve them amicably, either party (the Bank or Service Provider) shall give written notice to other party clearly setting out there in, specific dispute(s) and/or difference(s), and shall be referred to a sole arbitrator mutually agreed upon, and the award made in pursuance thereof shall be binding on the parties.

11.3. In the absence of consensus about the single arbitrator, the dispute may be referred to an arbitration panel; one to be nominated by each party and the said arbitrators shall nominate a presiding arbitrator, before commencing the arbitration proceedings. The arbitration shall be settled in accordance with the applicable Indian Laws.

11.4. Service Provider shall continue work under the Agreement during the arbitration proceedings, unless otherwise directed by the Bank or unless the matter is such that the work cannot possibly be continued until the decision of the arbitrator is obtained.

11.5. Arbitration proceeding shall be held at New Delhi (Place of Arbitration), India, and the language of the arbitration proceedings and that of all documents and communications between the parties shall be in English.

11.6. This Agreement shall be governed by laws in force in India. Subject to the arbitration clause above, all disputes arising out of or in relation to this Agreement, shall be subject to the exclusive jurisdiction of the courts at New Delhi (place) only.

11.7. In case of any change in applicable laws that has an effect on the terms of this Agreement, the Parties agree that the Agreement may be reviewed, and if deemed necessary by the Parties, make necessary amendments to the Agreement by mutual agreement in good faith.

12. LIMITATION OF LIABILITY

Service Provider will ensure Bank's data confidentiality and shall be responsible for liability arising in case of breach of any kind of security and/or leakage of confidential customer/Bank's related information to the extent of loss so caused.

13. NOTICES

13.1. Any notice or other communication under this Agreement given by either party to the other party shall be deemed properly given if in writing and;

- When hand delivered during normal business hours of the recipient, acknowledgment taken.
- If transmitted by facsimile during normal business hours of the recipient; proof of delivery taken. A copy sent by registered mail/first class courier, return receipt requested, email, Service provider's office at New Delhi, or any other place advised by Service provider to the Bank from time to time.
- If mailed by registered mail/first class courier, return receipt requested, within five working days of posting, properly addressed and stamped with the required postage, to the intended recipient at its address specified below its signature at the end of this Agreement.

13.2. In case there is any change in the address of one party, it shall be communicated in writing to the other party within 30 (days).

14. SECURITY DEPOSIT

SP agrees to provide security deposit as under:-

A security deposit or Bank Guarantee in lieu thereof may be obtained as follows:

BCs (Corporate): Security deposit of Rs. 10.00 lacs for every block of 1000 CSP outlets to be obtained. For the next block of 1000 CSP outlets or part thereof, additional minimum-security deposit of Rs.10.00 lacs to be obtained.

Security deposit should be kept in the form of Fixed Deposit or Bank Guarantee for a period of 5 years and kept under safe custody. Safe custody receipt will be kept with the Bank officials at Corporate Centre/Local Head office, after marking a lien in case of STDR.

15. MISCELLANEOUS

15.1 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.

- 15.2 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.
- 15.3 Unless otherwise provided herein, all notices or other communications under or in connection with this Agreement shall be given in writing and may be sent by personal delivery or post or courier or e-mail. Any such notice or other communication will be deemed to be effective if sent by personal delivery, post and courier when delivered. The addresses referred to hereinabove are given in detail in Schedule `C` hereof.
- 15.4 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. No representation, inducement, promise, understanding, condition or warranty not set forth herein has been made or relied upon by any party hereto.
- 15.5 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.
- 15.6 The SP shall execute and deliver such additional documents and perform such additional actions, as may be necessary, appropriate or reasonably requested to carry out or evidence the transactions contemplated hereby.
- 15.7 The invalidity or unenforceability of any provisions of this Agreement in any jurisdiction shall not affect the validity, legality or enforceability of the remainder of this Agreement in such jurisdiction or the validity, legality or enforceability of this Agreement, including any such provision, in any other jurisdiction, it being intended that all rights and obligations of the Parties hereunder shall be enforceable to the fullest extent permitted by law.
- 15.8 In case of any change in applicable laws in India that has an effect on the terms of this Agreement, the parties agree that the Agreement may be reviewed, and if deemed necessary by the Parties, renegotiated in good faith.
- 15.9 The captions herein are included for convenience of reference only and shall be ignored in the construction or interpretation thereof.
- 15.10 If this Agreement is signed in counterparts, each counterpart shall be deemed to be an original.
- 15.11 SP shall not assign or transfer all or any of its rights, benefits or obligations under this Agreement without the approval of State Bank of India. State Bank of India may, at any time, assign or transfer all or any of its rights, benefits and obligations under this Agreement.
- 15.12 SP agrees that they shall not use the logo, trademark, copy rights of other proprietary rights of the opposite party in any advertisement or publicity materials or any other written communication with any other party, without the prior written consent of the Bank.
- 15.13 SP Shall ensure that its agents/sub-contractors conduct all the Banking transactions online on real-time basis and provide printed receipt for all transactions to customers.
- 15.14 SP shall ensure that its agents/sub-contractors employed in the outlet wear the ID Cards and display information relating to Service Charges recoverable from customers, Do's & Don'ts for customers; contact details of Link Branch and BC; and Working hours appropriately.
- 15.15 PRIVACY: 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.

15.16 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.

15.17 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.

16. CONFLICT OF INTEREST

16.1 Service Provider shall not receive any remuneration in connection with the assignment except as provided in the Contract.

16.2 Service Provider shall provide professional, objective and impartial services 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.

17. ANTI-BRIBERY

Each party warrants and undertakes that:

- It will comply with all applicable laws, statutes, regulations and codes relating to anti-bribery and anti-corruption including but not limited to the Prevention of Corruption Act 1988 of India ("Relevant Requirements"); and
- It has and shall maintain in place throughout the Term all policies and procedures necessary to ensure compliance with the Relevant Requirements.

18. CONTINGENCY PLANS

- The Service Provider shall arrange and ensure proper Attrition Plan and other contingency plans to meet any unexpected obstruction to the service provider or any employees or sub-contractors of the service provider in rendering the Services or any part of the same under this Agreement to the Bank. The Service Provider at Banks discretion shall co-operate with the Bank in case on any contingency.

19. FORCE MAJEURE

19.1 Any failure or delay by either parties in performance of its obligation, to the extent due to any failure or delay caused by fire, flood, earthquake or similar elements of nature, or act of God, war, terrorism, riots, civil disorders, rebellions or revolutions, acts of government authorities or other events beyond the reasonable control of non-performing Party shall not be deemed as default.

19.2 If Force Majeure situation arises, the non-performing party shall promptly notify to the other party in writing of such conditions and the cause(s) thereof. Unless otherwise agreed in writing, the non-performing party shall continue to perform its obligations under the Agreement as far as is reasonably practical and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.

19.3 If the Force Majeure situation continues beyond 30 days, either parties shall have the right to terminate the Agreement by giving a notice to the other party. Neither party shall have any penal liability to the other in respect of the termination of this Contract as a result of an event of Force Majeure. However, Service Provider shall be entitled to receive payments for all services actually rendered up to the date of the termination of this Agreement.

20. TRANSITION REQUIREMENT

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

21. OTHERS

- 19.4 SP ensures that authorised agent/Sub-Contractor having Bank allocated code only will access the system and any deviation from this practice will call for necessary action including termination.
- 19.5 SP provides copy of agreement between SP and their agents/Sub-Contractors, regarding engagement of agents, at the respective Regional Offices/LHOs/Corporate Centre.
- 19.6 SP bears the cost of establishment including cost of devices to be installed at the outlet. SP will also ensure availability of spare parts, support/AMC on the deployed devices either on-site/off-site, technical and administrative support to agents and enter into Service Level Agreement (SLA) for management of devices with the concerned vendors.
- 19.7 SP justifies the security deposit, if any, obtained from agents in terms of machinery and training provided to the agent in their agreement with agents.
- 19.8 SP ensures that their agents login in the system through Aadhaar number, if available, for compliance.
- 19.9 The commission payment to SP and their agents/Sub-Contractors is done centrally within 15 days of subsequent month as per the commission sharing mandate provided by the SP to the Bank.
- 19.10 SP will agree to compensate the bank/customers for acts of omission or commission of the agent/employee/Sub-Contractor employed by him.
- 19.11 SP keeps Escalation Matrix in place for complaints and issues faced by agents/Sub-Contractors and Redressal mechanism should also be in place for addressing the grievances of agents/Sub-Contractors.
- 19.12 SP to ensure adequate availability of manpower to overview and monitor the functioning and operations at the outlet including monthly visits.
- 19.13 SP agrees that violation of prescribed service charges at the Kiosk outlets allocated will invite strict actions including termination of the SP from the services.
- 19.14 SP to have complaint management system for the customers as well as agents/Sub-Contractors as per Annexure-B.
- 19.15 It will be the responsibility of SP to obtain undertaking of fidelity from their agents/Sub-Contractors as well as necessary insurance for cash retention, cash in transit, etc.
- 19.16 SP to submit an undertaking of fidelity and secrecy as per Annexure-D.

22. OWNERSHIP

Notwithstanding anything contrary provided in this agreement, all the terms and conditions and obligations to be complied with and discharged by the SP in terms of the RFP no ____ dated ____ shall be binding upon the SP as if such terms and conditions and obligation constitute an integral part of this agreement. Any default or breach of those terms and conditions by the SP will be constituted as a

STATE BANK OF INDIA

default breach of this agreement by the SP. In the event of any conflict or inconsistency between this Agreement and the RFP, the terms of RFP shall prevail.

State Bank of India

By:

Name:

Designation:

Date:

WITNESS:

Service Provider

By:

Name:

Designation:

Date:

WITNESS:

[Details of specific services & products to be rendered by BC/CSP]

1. Opening of deposit accounts (BSBD accounts)/RD Accounts/Term Deposit Accounts. KYC, AML norms and due diligence is to be ensured by the BCs/CSPs for strict compliance under the BC model.
2. Receipt and payment of small value deposits and withdrawals (not exceeding Rs.20,000/-) using kiosk-based transactions, card-based Micro ATM/YONO transactions and AEPS transactions with customers' consent.
3. Receipt and delivery of small value remittances to the accounts of beneficiaries viz., Inter-Bank and Intra Bank.
4. Aadhaar number seeding and capturing Finger Prints, on voluntary basis of customers for DBT benefits and AEPS transactions.
5. Acceptance of deposit in loan accounts.
6. Providing balance enquiry, mini account statements and other account information.
7. Distribution of Coins and Bank Notes.
8. Promoting, collecting forms and Enrolling customers under Social Security Schemes viz. PMJJBY, PMSBY and APY and 3rd party products.
9. Pass Book Printing.
10. Utility Bill Payment (Bharat Bill Payment System).
11. Mobile seeding.
12. IMPS Transactions.
13. Record and track customer complaints.
14. Apply for Rupay debit Card and Green PIN Generation.
15. Cross selling activities viz. authorised micro insurance, pension products and other third party products subject to SEBI and IRDA guidelines.
16. Recovery of principal loan amount and interest thereon in respect of NPA accounts, only after complying with RBI instructions. Any CSP/KO engaged as a Recovery Agent, should have undergone relevant mandatory training and certification examination for Debt Recovery Agent conducted by IIBF.
17. Any other service on behalf of the Bank duly authorised by the appropriate authority.

The activities to be undertaken by the SP would be within the normal course of the Bank's banking business but conducted through and by the entities (agents/Sub-Contractors), at places other than the Bank's premises. The CSPs will be linked to an identified base branch which is called 'Link' Branch. The activities of the BCs / CSPs will be scrutinised by the bank as per laid down guidelines issued from time to time.

COMPLAINT MANAGEMENT SYSTEM FOR CUSTOMERS AND AGENTS/SUB-CONTRACTORS BY THE SERVICE PROVIDER

The following complaint redressal system is available with us.

1. Toll free No.: (.....)
2. Complaint can also be lodged through official e-mail (.....)
3. Escalation Matrix: On recording the customer complaint, the complaint is being escalated as under to the designated person:

Sl. No.	Date of Complaint	Name of the Complainant	Complaint allotted to (Name of the official)	Designation	Details of the Complaint	Remarks

4. If the complaint is not addressed withindays, it will be escalated to the next higher authority as under:

Sl. No.	Date of Complaint	Name of the Complainant	Complaint allotted to (Name of the official)	Designation	Details of the Complaint	Remarks

Address for Communication**Bank:****Service Provider:**

In Witness whereof, the parties hereto have executed this agreement, theday and..... year first/hereinabove written.

For State Bank of India (Name) Designation: Date:	For Service Provider (Name) Designation: Date:
Witness-1:	Witness-2:

Witness:

Witness:

State Bank of India,
FI & MM, Corporate Centre,
2nd Floor, NBCC Place,
Lodhi Road,
New Delhi-110003

Undertaking of Fidelity / Secrecy

1. We (giving name and detailed description of Business Correspondent) hereby undertake that during the tenure of our engagement with the Bank as Business Correspondent shall render the services with utmost sincerity, integrity, and as per the benchmark of service standards in the Industry. We hereby further undertake to obtain and maintain suitable undertaking(s) of fidelity / secrecy from our employees, agents & representations and sub-contractors, if any, who may be engaged in rendering of the services as per terms and conditions subject to which we have been engaged as Business Correspondents.

2. We hereby undertake to maintain absolute confidentiality in respect of all information and records which may come to our knowledge or custody while rendering services as Business Correspondent. We shall maintain confidentiality of the information and for our records which come to our knowledge/custody even after termination of our engagement of Business Correspondent as we are aware that the information and/or records are of immense value to the Bank, the disclosure of which to third parties/outsideers can result in severe implications to the Bank.

For and on behalf of

(Authorised Signatory)

(Full Name & description of Business Correspondent

Place :

Date :

(* Delete which is not applicable)