



**REQUEST FOR PROPOSAL FOR SORTING, PHYSICAL SEGREGATION OF
LOAN FILES/DOCUMENTS, SCANNING AND DIGITISATION AT VARIOUS SBI
CENTRES UNDER LHO BHUBANESWAR.**

Ref: SBI/SMEBU & PBBU/BHU/2022-23/01

Dated :01.11.2022

**The Dy. General Manager (SMEBU & PBBU)
State Bank of India
Local Head Office, Bhubaneswar
Address: III/1, Pandit Jawaharlal Nehru Marg,
Bhubaneswar-751001.**

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1. Invitation to Bid:

1.1. State Bank of India, a body corporate constituted under State Bank of India Act

1955, having its Corporate Centre at Madame Cama Road, Nariman Point, Mumbai-400 021 and one of its Local Head Office at Bhubaneswar through its SMEBU & PBBU department at LHO Bhubaneswar (hereinafter referred to as "the Bank"). This Request for Proposal (RFP) has been issued by the Bank for selection of Vendors (hereinafter referred to as the Vendor/Service Provider) for sorting, physical segregation of Loan files/documents/records/ associated enclosures into various pre-defined folders/sets/buckets, scanning and digitization and storing the physical loan files/other documents into color coded folders (color coded folders will be provided by the Bank), digitizing the records of Loan documents of RACPCs/RASMECs/ RACCs/Branches/other offices along with associated enclosures and relevant records etc. and held at any location of the Bank or held at Bank's Document Archival Centre (DACs) or some other storage facility/branches /offices within the control of the SBI , Local Head Office , Bhubaneswar, III/1, Pandit Jawaharlal Nehru Marg, Bhubaneswar- 751001.

1.2. The scope may be increased based on future requirements of the bank to cover records of branches within the control of the Local Head Office. A list of locations of Branches/RACPCs/RASMECS/RACCs /DACs/Branches is attached at Annexure- 'B'.

1.3. The RFP intend to select vendors to do the job of sorting, physical segregation of Loan files/documents/associated enclosures into various pre-defined folders/sets/buckets, scanning and digitization of Loan documents/Records and storing the physical loan files/other documents into color coded folders (color coded folders will be provided by the Bank). Bidders therefore, will submit technical bids and commercial bid at SBI, SMEBU & PBBU Deptt, Local Head Office, Bhubaneswar, III/1, Pandit Jawaharlal Nehru Marg, Bhubaneswar- 751001.

1.4. Technical bid will be evaluated first. Bidders selected in technical bid will be allowed to participate in commercial bid through e-reverse auction. Bank may use Indicative commercial bid provided by such bidders (selected in commercial bid) as reference in reverse auction.

1.5. The purpose of RFP is to invite proposals from experienced Service Providers of repute and credentials for providing the facility of sorting, physical segregation of Loan files /records/documents into various pre-defined folders/sets/buckets, scanning and digitization and storing the physical loan files/other documents into color coded folders(color coded

folders will be provided by the Bank)at Bank's required Centers/Locations, i.e. as per attached Annexure-'B'

- 1.6. In order to meet the sorting, physical segregation of Loan files into various pre-defined folders/sets/buckets, scanning, digitization and storing the physical files in color coded folders (color coded folders will be provided by the Bank) requirement, the Bank proposes to invite tenders from eligible vendors to set up and undertake scanning and digitization, as per details/scope of work mentioned in Annexure-D of this RFP document.
- 1.7. Bidder shall mean any entity (i.e. Juristic person) who meets the eligibility criteria given in Annexure-C (i) & Annexure – C (ii) of this RFP and willing to provide the services as required in this bidding document. The interested Bidders who agree to all the terms and conditions contained in this document may submit their Bids with the information desired in this bidding document (Request for Proposal) on bid formats as per Annexures-C(i), C(ii), F, G, H, I, J and supporting documents / certificates mentioned there in . The Bidder is also required to submit the Board Resolution/Power of Attorney (POA)/ letter of authority as applicable from the company/Farm authorizing to sign bid documents and participate in bid process on behalf of the company.
- 1.8. Address for submission of Bids, contact details including email address for sending communications are given in part II of this RFP document.
- 1.9. This document shall not be transferred, reproduced or otherwise used for purpose other than for which it is specifically issued.
- 1.10. Interested Bidders are advised to go through the entire document before submission of Bids to avoid any chance of elimination. The eligible Bidders desirous of taking up the project for sorting, physical segregation of Loan files/documents/records/associated enclosures into various pre-defined folders/sets/buckets, Scanning and digitization and storing the physical loan files/other documents into color coded folders and providing various services related thereto to the SBI are invited to submit their technical and commercial proposal in response to this RFP. The criteria and the actual process of evaluation of the responses to this RFP and subsequent selection of the successful Bidder will be entirely at Bank's discretion. This RFP seeks proposal from Bidders who have the necessary expertise, capability & experience to provide the proposed services adhering to Bank's requirements outlined in this RFP.

2. Disclaimer:

- 2.1 The information contained in this RFP document or information provided subsequently to Bidder(s) whether verbally or in documentary form/email by or on behalf of State Bank of India (Bank), is subject to the terms and conditions set out in this RFP document.
- 2.2 This RFP is not an offer by State Bank of India, but an invitation to receive responses from the eligible Bidders. No contractual obligation whatsoever shall arise from the RFP process unless and until a formal contract is duly signed and executed by authorized official(s) of State Bank of India with the selected Bidder.
- 2.3 The purpose of this RFP is to provide the Bidder(s) with information to assist preparation of their Bid proposals. This RFP does not claim to contain all the information each Bidder may require. Each Bidder should conduct its own investigations and analysis and should check the accuracy, reliability and completeness of the information contained in this RFP and may seek necessary clarifications, if need be. The Bank may in its absolute discretion, but without being under any obligation to do so, update, amend or supplement the information in this RFP.
- 2.4 The Bank, its employees and advisors make no representation or warranty and shall have no liability to any person, including any Applicant or Bidder under any law, statute, rules or regulations or tort, principles of restitution or unjust enrichment or otherwise for any loss, damages, cost or expense which may arise from or be incurred or suffered on account of anything contained in this RFP or otherwise, including the accuracy, adequacy, correctness, completeness or reliability of the RFP and any assessment, assumption, statement or information contained therein or deemed to form or arising in any way for participation in this bidding process.
- 2.5 The Bank also accepts no liability of any nature whether resulting from negligence or otherwise, howsoever caused arising from reliance of any Bidder upon the statements contained in this RFP.
- 2.6 The issue of this RFP does not imply that the Bank is bound to select a Bidder or to appoint the Selected Bidder or Concessionaire, as the case may be, for the Project and the Bank reserves the right to reject all or any of the Bidders or Bids without assigning any reason whatsoever.
- 2.7 The Bidder is expected to examine all instructions, forms, terms and specifications in the

bidding document. Failure to furnish all information required by the bidding document or to submit a Bid not substantially responsive to the bidding document in all respects will be at the Bidder's risk and may result in rejection of the Bid.

2.8 The Bidder shall bear all cost in connection with bidding.

3. Definitions:

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

3.1 **"The Bank"** means State Bank of India, Local Head Office Bhubaneswar represented through its SMEBU & PBBU Deptt at LHO Bhubaneswar which have invited the bids for sorting, physical segregation of Loan files /records/ documents into various pre-defined folders/sets/buckets, scanning and digitization and storing the physical loan files/other documents into color coded folders (color coded folders will be provided by the Bank) from the eligible vendors. Bank also refers to branch/RACPC/RASMEC/RACC/ DAC/ CPCs/LHO/ Department/ Offices as the context may require.

3.2 **"Bidder/Service Provider/System Integrator"** means an eligible entity/firm submitting the Bid in response to this RFP.

3.3 **"Bid"** means the written reply or submission of response to this RFP.

3.4 **"The Contract"** means the agreement entered into between the Bank and the Vendor, as recorded in the Contract Form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein.

3.5 **"Vendor/Service Provider"** is the successful Bidder found eligible as per eligibility criteria set out in this RFP, whose technical Bid has been accepted and who has emerged as successful Bidder as per the selection criteria set out in the RFP and to whom notification of award has been given by Bank.

3.6 **"The Contract Price/Project Cost"** means the price payable to the Vendor under the Contract for the full and proper performance of its contractual obligations.

3.7 **"The Equipment/Product"** means software / firmware / operating software/Hardware which the Vendor is required to supply to the Bank under the Contract.

3.8 **"The Services"** means those services ancillary to the supply of the equipment/product,

such as transportation, transit insurance, installation, commissioning, customization, integration, provision of technical assistance, training, maintenance and other such obligations of the Vendor covered under the Contract.

3.9 **“The Project”** means sorting, physical segregation of Loan files/documents/records/associated enclosures into various pre-defined folders/sets/buckets, scanning and digitization, storing the physical loan files/other documents into color coded folders (color coded folders will be provided by the Bank) at Bank’s premises by the vendor at his own cost including installation, testing and commissioning of various gadgets/computer system and regular maintenance, for the contract period.

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

3.11 **“Circle “**means LHO Centre and branches/offices under the administrative control of the Local Head Office (LHO).

4. Scope of Work and Standard Operating Procedure

As given in **Annexure D** of this document.

5. Eligibility criteria, technical & functional specification:

- i. Bid is open to all Bidders who meet all items of the eligibility criteria and Technical & functional specifications as in **Annexure-C (i) & C (ii)**. The Bidder has to submit the documents substantiating eligibility criteria as mentioned in **Annexure-C (i) & C (ii)**.

6. Cost of Bid documents:

The participating Bidders shall bear all the costs associated with or relating to the preparation and submission of their Bids including but not limited to preparation, copying, postage, delivery fees, expenses associated with any demonstration or presentations which may be required by the Bank or any other costs incurred in connection with or relating to their Bid. The Bank shall not be liable in any manner whatsoever for the same or for any other costs or other expenses incurred by a Bidder regardless of the conduct or outcome of the bidding process.

Bidders to submit DD of Rs 2000/- as cost of tender along with technical bid. The amount is nonrefundable. MSEs (Micro and Small Enterprises) are exempted from submission of cost of tender, subject to furnishing of relevant valid Certificate for claiming exemption.

7. Clarifications on RFP:

- 7.1 Bidder requiring any clarification of the bidding document may notify to the Bank in writing strictly as per the format given in **Annexure-L** at the address and by e-mail given in part II of this document within the date/time mentioned in the schedule of events.
- 7.2 The queries received and response of the Bank thereof will be discussed in pre bid meeting and also will be posted on the Bank's website as per date given in Part II of this document or conveyed to the Bidders.
- 7.3 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 corrigenda/addenda. The interested parties/Bidders are advised to check the Bank's website regularly till the date of submission of Bid document specified in the schedule of events/email and ensure that clarifications / amendments issued by the Bank, if any, have been taken into consideration before submitting the Bid. Such amendments/clarifications, if any, issued by the Bank will be binding on the participating Bidders. Bank will not take any responsibility for any such omissions by the Bidder.
- 7.4 SBI, at its own discretion, may extend the deadline for submission of Bids in order to allow prospective Bidders a reasonable time to prepare the Bid, for taking the amendment into account. Nothing in this RFP or any addenda/ corrigenda or clarifications issued in connection thereto is intended to relieve Bidders from forming their own opinions and conclusions in respect of the matters addressed in this RFP or any addenda/corrigenda or clarifications issued in connection thereto/thereof.
- 7.5 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.
- 7.6 Queries received after the scheduled date and time will not be responded/ acted upon.

8. Contents of bid documents:

- 8.1 The Bidder must thoroughly study/analyze and properly understand the contents of this RFP document, its meaning and impact of the information contained therein.
- 8.2 Failure to furnish all information required in the bidding document or submission of Bid not responsive to the bidding documents in any respect will be at the Bidder's risk and responsibility and the same may finally result in rejection of its Bid. SBI has made considerable effort to ensure that accurate information is contained in this RFP and is supplied solely as guidelines for Bidders.
- 8.3 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.
- 8.4 The Bid prepared by the Bidder, as well as all correspondences and documents relating to the Bid exchanged by the Bidder and the Bank and supporting documents and printed literature shall be submitted in English.
- 8.5 The information provided by the Bidders in response to this RFP will become the property of SBI and will not be returned. Incomplete information in Bid document may lead to non-consideration of the proposal.

9. Earnest Money Deposit (EMD):

9.1 The Bidder shall furnish EMD for the amount and validity period as under:

- 9.1.1** The Bidder shall furnish, as part of its Bid, an EMD of Rs. 25000/- (Rupees Twenty-Five Thousand only) by way of Pay Order / Demand Draft, issued by a Scheduled Commercial Bank in India, drawn in favour of State Bank of India payable at Bhubaneswar along with Bidders letter for EMD as per **Annexure N. MSEs are exempted from payment of earnest money, subject to furnishing relevant valid Certificate for claiming exemption.**
- 9.1.2** No interest will be paid on EMD amount while refunding the same to the unsuccessful bidders.
- 9.1.3** The EMD is required to protect the Bank against the risk of Bidder's conduct, which would warrant the EMD's forfeiture.
- 9.1.4** The EMD shall be denominated in Indian Rupees and shall be in the form of a Pay Order / Demand Draft, issued by a Scheduled Commercial Bank in India, drawn in favour of State Bank of India payable at Bhubaneswar and valid for a period of 90 days.
- 9.2** Any Bid not secured with EMD, as above, will be rejected out-rightly by the Bank, as non-responsive.
- 9.3** The EMD of the unsuccessful Bidders will be returned without any accrued interest thereon within two weeks on completion of required process and necessary approvals.
- 9.4** EMD is required to protect the Bank against the risk of Bidder's conduct.

9.5 The successful bidder's EMD will be discharged without interest upon the Bidder signing the Contract and furnishing the Performance Bank Guarantee as per format Annexure E and as specified elsewhere in the RFP. The Bank Guarantee must be furnished from a Scheduled Commercial Bank other than SBI within 10 days from the selection of successful Bidder.

9.6 The EMD may be forfeited: -

- i. if a Bidder withdraws his Bid during the period of deadline for submission of Bids and expiration period as specified in this RFP.
or
- ii. if a Bidder makes any statement or encloses any form which turns out to be false / incorrect at any time prior to signing of Contract.
or
- iii. if the successful Bidder fails to sign the contract or furnish Performance Bank Guarantee, within the specified time period in the RFP/Purchase Order.

- iv. If EMD is forfeited for any reasons mentioned above, the concerned Bidder may be debarred from participating in the RFPs floated by the Bank/these departments, in future, as per sole discretion of the Bank.

10. Bid Preparation and submission:

The Bid is to be submitted in two separate envelopes.

10.1 One of the envelopes is to be prominently marked as, **Technical Proposal for physical segregation of Loan files /records/documents into various pre-defined folders/sets/buckets, scanning and Digitization, storing of physical loan files into color coded folders in response to RFP No.SBI/SMEBU & PBBU/BHU/2022-23/01 dated 26.10.2022.** This envelope should contain following documents and properly sealed:

- (a) Bid covering letter/Bid form on the lines of **Annexure - A** on Bidder's Letter head.
- (b) Earnest Money Deposit (EMD) of Rs. 25000/- (Rupees Twenty Five Thousand only) by way of Pay Order / Demand Draft, issued by a Scheduled Commercial Bank in India, drawn in favour of State Bank of India payable at Bhubaneswar along with Bidders letter for EMD as per **Annexure- N**
- (c) A letter on Bidder's letter head: -
 - (i) Mentioning details of EMD submitted, technical competence and experience of the Bidder

- (ii) Certifying that the period of the validity of the Bid is as per terms of this RFP.
- (iii) Confirming that the Bidder has quoted for all the items/services mentioned in this RFP in their commercial Bid.
- (iv) Confirming that they agree with all the terms and conditions mentioned in the RFP.
- (v) Specific response with supporting documents in respect of Eligibility Criteria as mentioned in **Annexure-C (i) & C (ii)**.
- (vi) Bidders to submit DD of Rs 2000/- as cost of tender along with technical bid. The amount is nonrefundable. MSEs are exempted from submission of cost of tender, subject to furnishing of relevant valid Certificate for claiming exemption.

- (d) Bidder's details as per **Annexure-F** on Bidder's letter head.
- (e) Licensing details of operating software/firmware/hardware.
- (f) Any deviations sought from technical criteria/specifications given in RFP.
- (g) **Audited balance sheets and profit and loss account statement for last three years.**
- (h) **A copy of board resolution or power of attorney showing that the signatory has been duly authorized to sign the Bid document.**
- (j) Detailed explanation of functioning of Hardware/firmware/software/NAS Box.

10.2 The second sealed envelope prominently marked as **Indicative Price Proposal for physical segregation of Loan files /records/documents into various pre-defined folders/sets/buckets, Scanning and digitization, storing of physical loan files into color coded folders in response to the RFP No.SBI/SMEBU & PBBU/BHU/2022-23/01 dated 26.10.2022.** This envelope should contain only price Bid strictly on the lines of **Annexure-G**. The Indicative Price must include all the price components mentioned. Prices are to be quoted in Indian Rupees only.

10.3 Bidders may please note:

- a. The Bidder should quote for the entire package on a single responsibility basis for infrastructure / hardware/software/NAS box / services it proposes to supply.
- b. While submitting the Technical Bid, literature, if any, on the infrastructure / hardware and its associated operating software should be segregated and kept together in one section / lot in a separate envelope.
- c. Care should be taken that the Technical Bid shall not contain any price information. Such proposal, if received, will be rejected.
- d. The Bid document shall be complete in accordance with various clauses of the RFP document or any addenda/corrigenda or clarifications issued in connection thereto, duly signed by the authorized representative of the Bidder and stamped with the official stamp of the Bidder. Board resolution / Power of Attorney (POA) /Letter of Authority as

applicable authorizing representative to Bid and make commitments on behalf of the Bidder is to be attached.

- e. Bank's decision on opening of bids and further processing of bids irrespective of minimum number of bids received in the tender, will be final and binding.
- f. Prices quoted by the Bidder shall remain fixed for the period specified in part II of this document and shall not be subjected to variation on any account, including exchange rate fluctuations and custom duty. **A Bid submitted with an adjustable price quotation will be treated as non-responsive and will be rejected.**
- g. If deemed necessary, the Bank may seek clarifications on any aspect from the Bidder. However, that would not entitle the Bidder to change or cause any change in the substances of the Bid already submitted or the price quoted.
- h. The Bidder may also be asked to give presentation for the purpose of clarification of the Bid.
- i. The Bidder must provide specific and factual replies to the points raised in the RFP.
- j. The Bid shall be typed or written in indelible ink and shall be signed by the Bidder or a person or persons duly authorized to bind the Bidder to the Contract with date below the signature.
- k. All the enclosures (Bid submission) shall be serially numbered with rubber stamp of the participating Bidder's company. The person or persons signing the Bids shall initial all pages of the Bids, except for un-amended printed literature.
- l. Any inter-lineation, erasures or overwriting shall be valid only if these are initialed by the person signing the Bids.
- m. All pages of the Bid document shall be properly numbered and bound. If any page is missing, Bank would not be responsible for the same.
- n. The Bank reserves the right to reject Bids not conforming to above.
- o. The two sealed NON-WINDOW envelopes, one containing the Technical Bid and the other containing Financial Bid shall be put together and sealed in an outer NON-

WINDOW envelope.

- p. All the envelopes shall be addressed to the Bank and delivered at the address given in **Part-II** of this RFP and should have name and address of the Bidder on the cover.
- q. If the envelope is not sealed and marked, the Bank will assume no responsibility for the Bid's misplacement or its premature opening.

11. Deadline for Submission of Bids:

- a. Bids must be received by the Bank at the address specified and by the date and time mentioned in the "Schedule of Events".
- b. In the event of the specified date for submission of Bids being declared a holiday for the Bank, the Bids will be received up to the appointed time on the next working day.
- c. In case the Bank extends the scheduled date of submission of Bid document, the Bids shall be submitted by the time and date rescheduled. All rights and obligations of the Bank and Bidders will remain the same.
- d. Any Bid received after the deadline for submission of Bids prescribed, will be rejected and returned unopened to the Bidder.
- e. If the Bid is send by post/Courier, then bidder should ensure the same is received by the bank, before the closing date and time of the bid.

12. Modification and Withdrawal of Bids:

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

13. Period of Validity of Bids:

- a. Bids shall remain valid for 1 Year from the last date of submission of bid. A Bid valid for a shorter period is liable to be rejected by the Bank as non-responsive.
- b. In exceptional circumstances, the Bank may solicit the Bidders consent to an extension of the period of validity. The request and the responses thereto shall be made in writing. A Bidder is free to refuse the request. However, in such case, the Bank will not forfeit its EMD. However, any extension of validity of Bids will not entitle the Bidder to revise/modify the Bid document.
- c. The Bank reserves the right to call for fresh quotes at any time during the Bid validity period, if considered, necessary.

14. Bid Security

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

15. Bidding process/Opening of Technical Bids:

- a) All the technical Bids received up to the specified time and date will be opened for initial evaluation on the time and date mentioned in the schedule of events available in part II of this document. The technical Bids will be opened in the presence of representatives of the Bidders who choose to attend the same. However, Bids may be opened even in the absence of representatives of one or more of the Bidders.
- b) In the first stage, only technical Bid will be opened and evaluated. Proposals of such Bidders satisfying eligibility criteria and agree to comply with all the terms and conditions specified in the RFP, will be evaluated for technical criteria/specifications/eligibility. Only those Bids complied with technical criteria shall become eligible for commercial Bid opening and further RFP evaluation process.

- c) The Bank will examine the Bids to determine whether they are complete, required formats have been furnished, the documents have been properly signed, EMD for the desired amount and validity period is available and the Bids are generally in order. The Bank may, at its discretion waive any minor non-conformity or irregularity in a Bid which does not constitute a material deviation.
- d) Prior to the detailed evaluation, the Bank will determine the responsiveness of each Bid to the bidding document. For purposes of these Clauses, a responsive Bid is one, which conforms to all the terms and conditions of the bidding document in Toto, without any deviation.
- e) The Bank's determination of a Bid's responsiveness will be based on the contents of the Bid itself, without recourse to extrinsic evidence.
- f) After opening of the technical Bids and preliminary evaluation, some or all the Bidders may be asked at Bank's discretion, to make presentations on the infrastructure facilities, hardware, operating software/firmware proposed to be offered by them.
- g) If a Bid is not responsive, it will be rejected by the Bank and will not subsequently be made responsive by the Bidder by correction of the non-conformity.

16. Technical Evaluation:

- (i) Technical evaluation of only those bids 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 technical evaluation, the bank will examine the bids to determine whether they are complete, whether any computational errors have been made, whether required information have been provided as underlined in the bid document, whether the documents have been properly signed, and whether bids are generally in order. The bank will reject the bid determined as not substantially responsive.
- (ii) Technical evaluation will include technical information submitted as per technical Bid format, demonstration of proposed product/services, reference calls and site visits, wherever required. The Bidder may highlight the noteworthy/superior features of their product/services. The Bidder will, at Bank's discretion, demonstrate/substantiate all claims made in the technical Bid to the satisfaction of the

Bank, the capability of the product/services to support all the required functionalities at their cost in their workplace/sites or those at other organizations where similar product/services are in use.

- (iii). The Bank reserves the right to evaluate the Bids on technical & functional parameters including factory/work place visit and witness demos of the system and verify functionalities, response times, etc.
- (iv) Bank will evaluate the technical and functional specifications, including the fulfillment of eligibility criteria as laid down in the RFP **(Para- 5)**
- (v) During evaluation and comparison of Bids, the Bank may, at its discretion ask the Bidders for clarification on the Bids received. The request for clarifications shall be in writing and no change in prices or substance of the Bid shall be sought, offered or permitted. No post Bid clarification at the initiative of the Bidder shall be entertained.

17. Technical Bid Evaluation Criteria:

As given in **Annexure-C (ii)** of this document.

18. Contacting the Bank:

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

19. Award Criteria:

- i. Bank will notify successful Bidders in writing by letter or fax/email that its Bid has been accepted. The Selected Bidder has to return the duplicate copy of the same to the Bank within 3 working days, duly Accepted, Stamped and Signed by Authorized Signatory in token of acceptance.
- ii. The successful Bidders will have to submit Non-disclosure Agreement (**Annexure-H**) and Performance Bank Guarantee for the amount and validity as desired in part II and strictly on the lines of format given at **Annexure-E** of this document together with acceptance of all terms and conditions of RFP.
- iii. Copy of board resolution or power of attorney showing that the signatory has been duly

authorized to sign the acceptance letter, contract and NDA should be submitted.

- iv. The notification of award will constitute the formation of the Contract.
- v. The successful Bidder(s) shall be required to enter into a contract/ SLA (**Annexure-P**) with the Bank, within 15 days of award of the tender or within such extended period as may be decided by the Bank.
- vi. Until the execution of a formal contract, the Bid document, together with the Bank's notification of award and the vendor's acceptance thereof, would constitute a binding contract between the Bank and the successful Bidder.
- vii. The contract/ agreement will be based on Bidder(s)' offer document with all its enclosures, modifications arising out of negotiation /clarifications etc. and will include SLA, project plan – phases & milestones and schedule, copies of all necessary documents, licenses, certifications etc.
- viii. The Bank reserves the right to stipulate, at the time of finalization of the contract, any other document(s) to be enclosed as a part of the final contract.
- ix. Failure of the successful Bidder(s) to comply with the requirements/terms and conditions of this RFP shall constitute sufficient grounds for the annulment of the award and forfeiture of the EMD and/or PBG.
- x. Upon notification of award to the successful Bidder(s), the Bank will promptly notify the award of contract to the successful Bidder (s) on the Bank website. The EMD of each unsuccessful Bidder will be returned.
- xi. If L1 fails to take up the project in one month time from SLA date, Bank may impose penalty as per penalty clause Annexure K(i) and K(ii) , invoke PBG in addition to cancellation of contract awarded. Bank decision in this regard will be final and binding on all parties.
- xii. In **Annexure G**, (Commercial Bid Format) if there is discrepancy in the unit price quoted in words and figures, the unit price quoted in words, shall be taken as correct and final
- xiii. Bank reserve the right to reject any or all the bidders in technical as well as commercial bid

20. Powers to Vary or Omit Work:

- i. No alterations, amendments, omissions, additions, suspensions or

variations of the work (hereinafter referred to as variation) under the contract shall be made by the successful Bidder(s) except as directed in writing by Bank. The Bank shall have full powers, subject to the provision herein after contained, from time to time during the execution of the contract, by notice in writing to instruct the successful Bidder(s) to make any variation without prejudice to the contract. The finally selected Bidder(s) shall carry out such variation and be bound by the same conditions as far as applicable as though the said variations occurred in the contract documents. If any, suggested variations would, in the opinion of the finally selected Bidder(s), if carried out, prevent him from fulfilling any of his obligations under the contract, he shall notify Bank thereof in writing with reasons for holding such opinion and Bank shall instruct the successful Bidder(s) to make such other modified variation without prejudice to the contract. The finally selected Bidder(s) shall carry out such variation and be bound by the same conditions as far as applicable as though the said variations occurred in the contract documents. If the Bank confirms its instructions, the successful Bidder(s) obligations shall be modified to such an extent as may be mutually agreed, if such variation is substantial and involves considerable extra cost. Any agreed difference in cost occasioned by such variation shall be added to or deducted from the contract price as the case may be.

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

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

Neither any sign-off, nor any payment by the Bank for acceptance of the whole or any part of the work, nor any extension of time, nor any possession taken by the Bank shall affect or prejudice the rights of Bank against the finally selected Bidder(s), or relieve the finally selected Bidder(s) of his obligations for the due performance of the contract, or be interpreted as approval of the work done, or create liability in the Bank to pay for alterations/ amendments/ variations, or discharge the liability of the successful Bidder(s) for the payment of damages

whether due, ascertained, or certified or not or any sum against the payment of which he is bound to indemnify the Bank nor shall any such certificate nor the acceptance by him of any such amount paid on account or otherwise affect or prejudice the rights of the successful Bidder against Bank.

22. Change in Orders:

i. The Bank may, at any time, by a written order given to the Vendor, make changes within the general scope of the Contract in any manner.

ii. If any such change causes an increase or decrease in the cost of, or the time required for the Vendor's performance of any provisions under the Contract, an equitable adjustment shall be made in the Contract Price or delivery schedule, or both, and the Contract shall accordingly be amended. Any claims by the Vendor for adjustment under this clause must be asserted within 15 days from the date of Vendor's receipt of Bank's change order.

23. Contract Amendments:

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

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

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

25. Documentary Evidence Establishing Bidder's Eligibility and Qualifications:

On acceptance of the Bid by the Bank, the Bidder needs to submit the undertaking of authenticity along with documentary evidence of their eligibility/qualifications to perform the Contract to the Bank's satisfaction: 'that adequate, specialized expertise are available with the Bidder to ensure that the services are responsive and the Bidder will assume total responsibility for the fault-free operation of the product proposed and maintenance thereof during the contract period'.

26. Performance Bank Guarantee:

(i) Performance Bank Guarantee [PBG] of the amount with validity period specified in Part II of this RFP strictly on the format at **Annexure-E is** to be submitted by the finally selected Bidder.

The PBG has to be issued by a Scheduled Commercial Bank other than SBI and needs to be submitted within the specified time of receipt of formal communication from the Bank about their Bid finally selected. **PBG (Performance Bank Guarantee)will be furnished for 10% of the amount of work order given by the Circle.** Work Order will be released only after receipt of the Performance Bank Guarantee. In case, SBI is the sole Banker for the Bidder, pledge of Fixed Deposit with SBI may be accepted. The Bank reserves its right to mark lien on the Security based on which pledge is given.

ii) The PBG is required to protect the interest of the Bank against delay in supply/installation and or the risk of unsuccessful implementation of the project, or performance of the material or services sold, which may warrant invoking of PBG. In case any act of the bidder results in imposition of Liquidated Damages then also the Bank reserves the right to invoke the PBG.

27. Compliance with IS Security Policy and others:

The Vendor shall have to comply with Bank's IT & IS Security policy in key concern areas relevant to the RFP, details of which will be shared with the finally selected Bidder. 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. Custodial responsibilities for data, software, hardware and other assets of the Bank being managed by or assigned to the Vendor
- iv. Physical Security of the facilities
- v. Physical and logical separation from other customers of the Vendor
- vi. Incident response and reporting procedures
- vii. Password Policy of the Bank
- viii. Ensuring of proper handling and return of Security documents /title documents of immovable properties to RACPC/RASMEC/RACC/Branches/other offices
- ix. Data Encryption/Protection requirements of the Bank.
- x. In general, confidentiality, integrity and availability must be ensured.

28. Penalty Clause

As mentioned in **Annexure K (i) & K(ii)** of this document.

29. Right to Verification:

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

about the Bidder's capacity/capabilities to perform the job.

30. Cost of Services:

- i. Total cost of services (taking into account costing of infrastructure/hardware equipment's/components/ software) with support would be the Total Price to be quoted in commercial Bid as per the format given **(Annexure-G)**.
- ii. The order will be placed for end to end complete services as per **Annexure D**
- iii. The applicable TDS will be deducted at the time of payment of invoices.
- iv. Terms of payment are given in Part-II of this RFP document.
- v. Prices payable to the Vendor as stated in the Contract shall be firm and not subject to adjustment during performance of the Contract, irrespective of reasons whatsoever, including exchange rate fluctuations, any upward revision in duties, charges, etc.
- vi. The Bidder will pass on to the Bank, all fiscal benefits arising out of reductions, if any, in Government levies viz; sales tax, excise duty, custom duty, etc. or the benefit of discounts, if any, announced in respect of the cost of the items for which orders have been placed during that period.

31. Inspection and Quality Control Tests

- i. The Bank reserves the right to carry out inspection by a team of Bank officials or as and when demand a demonstration any time during physical segregation of loan files/documents, **scanning** and digitization project.
- ii. The Vendor shall intimate the Bank before commencing the work of installation of infrastructure at the designated location. Successful conduct and conclusion of installation / operationalization of physical segregation of loan files/documents, scanning and digitization and storing the physical files/documents in color coded folders (folders will be provided by the Bank) shall be the sole responsibility of the bidder.
- iii. Provided that the Bank may, at its sole discretion, waive inspection of facility of bidder having regard to the value of the order and/or the nature of the work/goods and/or any other such basis as may be decided at the sole discretion of the Bank meriting waiver of such inspection.
- iv. In the event of the product/infrastructure failing to pass the acceptance test by the Bank, as per the specifications given, a period not exceeding two weeks will be given to rectify the defects and clear the acceptance test, failing which, the Bank reserves the right to cancel the work Order.
- v. Nothing stated herein above shall in any way release the bidder from any warranty or other obligations under this Contract.
- vi.

32. Right to Audit:

- i) The Selected Bidder (Service Provider) may have to get itself audited by Bank officials / 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. 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.
- 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. Cost of such correction if any to be incurred by the vendor.
- 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.
- iv). The Bank reserve the right to audit the bidder by its internal auditors from Internal Audit Department or any outside agencies as decided by the Bank. Cost of external auditor if appointed by Bank will be borne by the Bank.

33. Subcontracting:

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

34. Insurance:

- i. All the infrastructure created by the vendor at the site shall have to be insured by the vendor at his own cost to cover all the required risks. Bank will obtain insurance for records/documents etc and the building at its own cost.
- ii. Should any loss or damage occur, to vendor's infrastructure, the Vendor shall:

- a. initiate and pursue claim till settlement and
- b. Promptly make arrangements for repair and / or replacement of any damaged item to the satisfaction of the Bank, irrespective of settlement of claim by the underwriters.
- iii. Vendor to take adequate insurance for compensating Bank, the loss (sorting, physical segregation of documents/loan files, storing or in scanning) suffered due to deficiencies in services either by the vendor or it's employees

35. Validity of Agreement:

The Agreement/SLA will be valid for a period of 18 months from the date of commencement of SLA and the rate agreed with an option to extend the SLA for further period 1 Year on mutually agreed terms and conditions. Bank's decision in case of any dispute / non-agreement, will be final and binding to all parties concern.

36. Limitation of liability:

- i. For breach of any obligation mentioned in this RFP, subject to obligations mentioned in this clause, in no event Service Provider shall be liable for damages to the Bank arising under or in connection with this Agreement for an amount exceeding the total Cost of the service for a period of one year subject to a maximum of Rs.20 Lacs, besides other actions mentioned in the RFP like forfeiture of equipment, etc. Service provider will ensure Bank's data confidentiality and shall be responsible for liability arising in case of breach of any kind of security and/or leakage of confidential customer/Bank's related information to the extent of loss so caused.
- ii. The limitations set forth herein shall not apply with respect to:
 - a) claims that are the subject of indemnification pursuant to IPR infringement,
 - b) damage(s) occasioned by the gross negligence, fraud or willful misconduct of Service Provider,
 - c) damage(s) occasioned by Service Provider for breach of Confidentiality Obligations,
 - d) When a dispute is settled by the Court of Law in India.
 - e) Regulatory or statutory fines imposed by a Government or Regulatory agency for non-compliance of statutory or regulatory guidelines applicable to the Bank, provided such guidelines were brought to the notice of Service Provider.

37. Confidentiality:

- i. Bidder acknowledges and agrees that all tangible and intangible information obtained, developed or disclosed including all documents, contract, purchase order to be issued, data papers and statements and trade secret of the Bank relating to its business practices and their competitive position in the market place provided to the selected Bidder by the Bank in connection with the performance of obligations of Bidder under the purchase order to be issued, in part or complete shall be considered to be confidential and proprietary information (“Confidential Information”) and shall not be disclosed to any third party/published without the written approval of the Bank.
- ii. The Confidential Information will be safeguarded, and Bidder will take all the necessary action to protect it against misuse, loss, destruction, alterations or deletions thereof. In the event of a breach or threatened breach by Bidder of this section, monetary damages may not be an adequate remedy; therefore, Bank shall be entitled to injunctive relief to restrain Bidder from any such breach, threatened or actual.
- iii. Any document, other than the Contract itself, shall remain the property of the Bank and shall be returned (in all copies) to the Bank on completion of the Vendor’s performance under the Contract, if so, required by the Bank.
- iv. The confidential information may be disclosed to /shared with the employee of the service provider strictly on need to know basis. The service provider however shall ensure that the confidential information of the Bank is duly protected during the service and also after resignation / termination of such employee

38. Delay in the Vendor’s Performance:

- i. Delivery, installation, commissioning of the Products/Solution and performance of Services shall be made by the Vendor within one month of signing of agreement.
- ii. Any delay in performing the obligation/ defect in performance by the vendor may result in imposition of penalty, liquidated damages, invocation of Performance Bank Guarantee and/or termination of contract (as laid down elsewhere in this RFP document).
- iii. In case the vendor is not able to complete the job within given timeline and/or the vendor’s services are not found to the satisfaction of the Bank after start of operation , the Bank will have right to take appropriate steps as per this document (including forfeiture of materials already installed in case of premises provided by the Bank).
- iv. Penalty will be imposed on the service provider for delay in starting the project as well as failure to meet monthly physical segregation of loan files/documents, scanning and

digitization target as per the Annexure – K(i) & K(ii)

39. Vendor's obligations:

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

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

40. Technical Documentation:

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

41. Patent Rights/Intellectual Property Rights:

- i. For any licensed software/hardware/firmware used by the finally selected Vendor (s) for performing services, the Vendor(s) shall have the right as well as the right to license for the outsourced services. The vendor shall, if applicable, furnish a photocopy of the Agreement with their Principals/OEM in respect of „Product“ and services offered. Any license or IPR violation on the part of Vendor should not put the Bank at risk. The Bank reserves the right to audit the license usage of the Vendor.
- ii. The Vendor shall, at its own expenses without any limitation, defend and indemnify the Bank against all third party claims or infringements of intellectual Property Rights including patent, trademark, copyright, trade secret or industrial design rights arising from use of the products or any part thereof in India or abroad. In case of violation/ infringement of patent/ trademark/ copyright/ trade secrete or industrial design, the supplier/vendor shall after due inspection and testing get the solution redesigned for the Bank, at no extra cost.
- iii. The Vendor shall expeditiously extinguish any such claims and shall have full rights to defend itself therefrom. If the Bank is required to pay compensation to a third party resulting from such infringement(s), the Vendor shall be fully responsible therefore, including all expenses and court and legal fees.

- iv. The Bank will give notice to the Vendor of any such claim without delay, provide reasonable assistance to the vendor in disposing of the claim, and shall at no time admit to any liability for or express any intent to settle the claim.

42. Liquidated Damages:

If the Vendor fails to deliver any or all of the products or perform the services within the stipulated time schedule, as specified in the Contract, as desired in this RFP/ Contract, the Bank may, without prejudice to its other remedies under the Contract, and unless otherwise extension of time is agreed upon without the application of Liquidated Damages, deduct from the Contract Price, as liquidated damages mentioned at Part II (Schedule of Events, SI No 17). Once the maximum deduction is reached, the Bank may consider termination of the Contract.

43. Conflict of Interest:

Bidder shall not have a conflict of interest (the “Conflict of Interest”) that affects the bidding process. Any Bidder found to have a Conflict of Interest shall be disqualified. In the event of disqualification, the Bank shall be entitled to forfeit and appropriate the Bid Security/EMD 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 contract or otherwise.

44. Fraud & Corrupt Practices:

- i. The Bidder and their respective officers, employees, agents and advisers shall observe the highest standard of ethics during the bidding process. Notwithstanding anything to the contrary contained herein, the Bank shall reject an Application without being liable in any manner whatsoever to the Bidder if it determines that the Bidder has, directly or indirectly or through an agent, engaged in corrupt/fraudulent/coercive/undesirable or restrictive practices in the bidding process.
- ii. Without prejudice to the rights of the Bank under Clause 44 (i) hereinabove, if a Bidder is found by the Bank to have directly or indirectly or through an agent, engaged or indulged in any corrupt/fraudulent/coercive/undesirable or restrictive practices during the bidding process, such Bidder shall not be eligible to participate in any EOI/RFP issued by the Bank during a period of 2 (two) years from the date 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 offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence the actions of any person connected with the bidding process
- (b) **“Fraudulent practice”** means a misrepresentation or omission of facts or suppression of facts or disclosure of incomplete facts, in order to influence the bidding process
- (c) **“Coercive practice”** means impairing or harming or threatening to impair or harm, directly or indirectly, any person or property to influence any person’s participation or action in the bidding process;
- (d) **“Undesirable practice”** means (i) establishing contact with any person connected with or employed or engaged by the Bank with the objective of canvassing, lobbying or in any manner influencing or attempting to influence the bidding process; or (ii) having a Conflict of Interest; and
- (e) **Restrictive practice:** means forming a cartel or arriving at any understanding or arrangement among Bidders with the objective of restricting or manipulating a full and fair competition in the Bidding Process.

45. Termination:

- i. The Bank, without prejudice to any other remedy for breach of Contract, by a written notice of not less than 30 (thirty) days sent to the Vendor, may terminate the Contract in whole or in part:
 - a. If the Vendor fails to deliver any or all of the Products and Services within the period(s) specified in the Contract, or within any extension thereof granted by the Bank; or
 - b. If the vendor fails to perform any other obligation(s) under the contract; or
 - c. Laxity in adherence to standards laid down by the Bank; or
 - d. Discrepancies/deviations in the agreed processes and/or products; or
 - e. Violations of terms and conditions stipulated in this RFP.
 - f. For inconvenience or in the interest of the Bank.
 - g. If the vendor is found to be indulged in fraudulent practice during the validity period.
 - h. If it is found or brought to the notice of the bank that, the vendor has misrepresented or suppressed any fact.

- ii. In the event the Bank terminates the Contract in whole or in part for the breaches attributable to the Vendor, the Bank may procure, upon such terms and in such manner as it deems appropriate, Products and Services similar to those undelivered, and the Vendor shall be liable to the Bank for any increase in cost for such similar Products and/or Services. However, the Vendor shall continue performance of the Contract to the extent not terminated.
- iii. If the contract is terminated under any termination clause, the vendor shall handover all documents/ executable/ Bank's data or any other relevant information to the Bank in timely manner and in proper format as per scope of this RFP and shall also support the orderly transition to another vendor or to the Bank.
- iv. During the transition, the vendor shall also support the Bank on technical queries/support on process implementation or in case of software provision for future upgrades.
- v. The Bank's right to terminate the Contract will be in addition to the penalties /liquidated damages and other actions as deemed fit.

46. Force Majeure:

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

47. Termination for Insolvency:

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

48. Governing Language:

The governing language shall be English.

49. Applicable Law:

The Contract shall be interpreted in accordance with the laws of the Union of India and shall be subjected to the exclusive jurisdiction of courts at LHO Centre Bhubaneswar, Odisha.

50. Taxes and Duties:

- a. The Vendor shall be liable to pay all corporate taxes and income tax that shall be levied according to the laws and regulations applicable from time to time in India and the price Bid by the Vendor shall include all such taxes in the contract price. The price quoted shall be quoted only in Indian Rupees and should be inclusive of all taxes. There will be no additional payment for taxes, duties, octroi etc.
- b. Prices payable to the Vendor as stated in the Contract shall be firm and not subject to adjustment during performance of the Contract, irrespective of reasons whatsoever, including exchange rate fluctuations, any upward revision in Custom duty. The Bidder will pass on to the Bank, all fiscal benefits arising out of reductions, if any, in Government levies viz. custom duty or the benefit of discounts if any announced in respect of the cost of the items for which orders have been placed during that period.
- c. All expenses, stamp duty and other charges/ expenses in connection with the execution of the Agreement as a result of this RFP process shall be borne by the Vendor.

51. Tax deduction at Source:

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

- ii. The Vendor's staff, personnel and labour will be liable to pay personal income taxes in India in respect of such of their salaries and wages as are chargeable under the laws and regulations for the time being in force, and the Vendor shall perform such duties in regard to such deductions thereof as may be imposed on him by such laws and regulations.

52. Right to use defective product:

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

53. Notices:

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

54. Termination for Convenience:

The Bank, by written notice of not less than 30 (Thirty) days sent to the Vendor, may terminate the Contract, in whole or in part, at any time for its convenience. The notice of termination shall specify that termination is for the Bank's convenience, the extent to which performance of the Vendor under the Contract is terminated, and the date upon which such termination becomes effective.

55. Bidders registered as MSE (Micro & Small Enterprises) under MSMED Act, 2006 will be given concessions as under:

- a. MSE bidders who participate in bidding process and quote price within price band of L1+15% shall be allotted Job equivalent to maximum 20 % of total tender value, provided they match L1 price.
- b. If more than one MSE bidders qualified under para (a) above the tender job (20 % of total tender value) will be divided equally among all such qualified bidders.

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

56.1 All disputes or differences whatsoever arising between the parties out of or in connection with this contract or in discharge of any obligation arising out of the contract (whether during

the progress of work or after completion of such work and whether before or after the termination of this contract, abandonment or breach of this contract), shall be settled amicably. If, however, the parties are not able to solve them amicably, the same shall be referred to the sole Arbitrator appointed by the Deputy General Managers (SMEBU & PBBU), SBI, LHO, Bhubaneswar and the provisions of the Arbitration and conciliation Act, 1996, as amended from time to time, shall be applicable to such proceedings. The vendor/service provider has no objection to any such appointment to the effect that the Arbitrator so appointed is the Bank's own officer. The award of the Arbitrator so appointed shall be final and binding on both the parties in regard to such disputes or differences. The arbitration proceedings shall take place at Bhubaneswar only. The provision of Arbitration and Conciliation Act 1996 and rules framed thereunder and in force shall be applicable to such proceedings. The language of arbitration should be in English. The courts at Bhubaneswar, Odisha will have exclusive jurisdiction.

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

PART - II

SCHEDULE OF EVENTS		
Sr No	Particulars	Remarks
1	Contact details of issuing Authorities:	i) For empanelment of Vendor in Small & Medium Enterprise (SME-BU) Business Unit & Personal Banking Business Unit (PBBU) State Bank of India, Local Head Office , Bhubaneswar. e-mail: dgmsmebu.lhobhu@sbi.co.in & dgmpbbu.lhobhu@sbi.co.in Phone: 0674-2600578 /2600680
2	Bid Document Availability including changes / amendments, if any to be issued	RFP may be downloaded from Bank's website: https://bank.sbi/web/sbi-in-the-news/procurement-news from 10 AM on 11.11.2022 to 5 PM 17.11.2022. Clarification / Addenda / Corrigenda will be published in Bank's web site bank.sbi only.
3	Last date and time for receipt of queries and clarifications (over e-mail only to dgmsme.lhobhu@sbi.co.in & dgmpbbu.lhobhu@sbi.co.in)	Upto 5.00 PM on 19.11.2022 All Clarification / Addendum / Corrigendum will be published in Bank's web site bank.sbi) only
4	Pre-Bid Meeting	27.11.2022 at 5.00 PM Circle SMEBU & PBBU Departments Any change will be published on Bank website https://Bank.sbi
5	Last date and time for Bid submission.	07.12.2022 at 5.00 PM

6	Address for submission of Bids	Deputy General Manager, State Bank of India, SMEBU Deptt Local Head Office Bhubaneswar. email: dgmsmebu.lhobhu@sbi.co.in Ph no 0674-2600578/2600680
7.	Date and Time of opening of Technical Bids (Tentative)	12.12.2022 , at 3.00 PM Authorized representatives of Bidders, at their option, may be present during opening of Bid. However, Bids will be opened even in the absence of any or all of the Bidder's representative.
8	Date and time of opening Commercial Bids (Tentative)	Will be conveyed in due course to eligible vendors by e-mail/SMS.
9	Reverse Auction Date (Tentative)	Will be conveyed in due course to eligible vendors by e-mail/SMS.
10	Earnest Money Deposit	As per pre-qualification Table in Annexure C1 To be submitted in the form of Bank Draft from a schedule commercial Bank payable at Bhubaneswar.
11	Performance Bank Guarantee	As per pre-qualification Table in Annexure C1 PBG will be furnished for 10% of the amount of work order given by the Circle. PBG will be Valid for 18 months from the date of Handing over and extendable till validity of contract. PBG has to be issued by a Scheduled Commercial Bank other than State Bank of India.
12	Price validity from the date of price discovery	18 months
13	Delivery schedule	Facility to be created and operationalized within 30 days from the date of signing of agreement. (An affidavit as in Annexure-J is to be submitted in this regard)

14	Terms of payment	Invoices to be raised every month for the previous month for the completed job cycle (sorting, Segregating of Loan files/associated enclosures/records /Scanning – Indexing—and storing the digitized documents in 18 folders and physical files in two color coded folders or as defined by the Bank). Payment to be made by the Bank within 21 days of receipt of invoices, after deducting taxes and penalty if any.
15	Delivery locations	<p>Deputy General Manager, State Bank of India, SMEBU Deptt, 3rd Floor & PBBU Department,4TH Floor, Local Head Office,Bhubaneswar email: dgmsmebu.lhobhu@sbi.co.in & dgmpbbu.lhobhu@sbi.co.in Ph no 0674-2600578/2600680</p> <p>b) For Place of scanning and digitization at various locations across the Odisha State as per Annexure B or additional centers as advised subsequently.</p>
16	Liquidated damages	If Service Provider fails to start work within one month of executing SLA or fails to perform any or all the Services within the stipulated time, the Bank may, deduct from the Project Cost, as liquidated damages, a sum equivalent to 5% of the total Project Cost for delay of each week or part thereof subject to a maximum up to Rs10 Lacs. Once the maximum is reached, the Bank may consider termination of Agreement. Further Bank may cancel the order and invoke PBG in addition to charging liquidated damages.

ANNEXURES

Annexure	Index
Annexure – A	Bid form
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Annexure – C (i)	Bidder’s Eligibility criteria
Annexure – C (ii)	Technical Bid Evaluation Criteria
Annexure – D	Scope of work and Standard Operating Procedure
Annexure – E	Format for submission of Performance Bank Guarantee
Annexure – F	Bidder details
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Annexure – K (i)	Penalty Clause
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Annexure-A

BID FORM (TECHNICAL BID)

[On Company's letter head]

(To be included in Technical Bid Envelope)

Date: _____

To:

The Deputy General Manager

State Bank of India,

SMEBU Department, 3rd Floor

Local Head Office, 1/III, Pt J N Road

Bhubaneswar-751001

Dear Sir,

Ref: RFP No.SBI:xx:xxdated dd/mm/yyyy ~~~~~

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 service of physical sorting/segregation of Loan files /records/documents into various pre-defined folders/sets/buckets, scanning and digitization, and store into color coded folders (Color coded Folders will be provided by the Bank) as detailed in this RFP.

2. While submitting this Bid, we certify that:

- The undersigned is authorized to sign on behalf of the VENDOR and the necessary support document delegating this authority is enclosed to this letter.
- We declare that we are not in contravention of conflict-of-interest obligation mentioned in this RFP.
- Indicative prices submitted by us have been arrived at without agreement with any other Bidder of this RFP for the purpose of restricting competition.
- The indicative prices submitted by us have not been disclosed and will not be disclosed to any other Bidder responding to this RFP.

- We have not induced or attempted to induce any other Bidder to submit or not to submit a Bid for restricting competition.
 - The rate quoted in the indicative *price Bids are as per the RFP* and subsequent pre-Bid clarifications/ modifications/ revisions furnished by the Bank, without any exception.
3. If our offer is accepted, we undertake to start operation within a period of one months, as specified in this document.
 4. We agree to abide by all the Bid terms and conditions, contents of various Annexure of this document and the rates quoted therein for the orders awarded by the Bank up to the period prescribed in the Bid, which shall remain binding upon us.
 5. Until a formal contract is prepared and executed, this Bid, together with your written acceptance thereof and your notification of award, shall constitute a binding Contract between us.
 6. We undertake that in competing for (and, if the award is made to us, in executing) the above contract, we will strictly observe the laws against fraud and corruption in force in India namely "Prevention of Corruption Act 1988".
 7. We undertake that we will not offer, directly or through intermediaries, any bribe, gift, consideration, reward, 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 bidding process, or to any person, organization or third party related to the contract in exchange for any advantage in the bidding, evaluation, contracting and implementation of the contract.
 8. We undertake that we will not resort to canvassing with any official of the Bank, connected directly or indirectly with the bidding process to derive any undue advantage. We also understand that any violation in this regard, will result in disqualification of bidder from further bidding process.
 9. We certify that we have not made any changes in the contents of the RFP document read with its amendments/clarifications provided by the Bank submitted by us in our Bid document.



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

11. We understand that you are not bound to accept the lowest or any Bid you may receive and you may reject all or any Bid without assigning any reason or giving any explanation whatsoever.

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

13. If our Bid is accepted, we undertake to enter into and execute at our cost, when called upon by the Bank to do so, a contract in the prescribed form and we shall be jointly and severally responsible for the due performance of the contract.

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

15. The commercial bidding process will be finalized by the Bank based on the parameters given in the bid and Bank's decision in this regard will be final and binding on us.

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

Dated this day of 2021

(Signature) (Name)

(In the capacity of)

Duly authorized to sign Bid for and on behalf of

Seal of the company.

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

Annexure-B

ALL BRANCHES ACROSS STATE OF ODISHA HAVING SME/PBBU DOCUMENTS.

Signature

Seal of Company

Annexure-C (i)

Bidder's Eligibility Criteria

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

Sl.No	Eligibility Criteria	Compliance (Yes/No)	Documents to be Submitted with the Bid
1	The Service Provider should be a Government Organization / PSU / PSE / Private / Public Limited Indian Company/ Partnership firms under Indian Laws.		Copy of the Partnership deed/Bye Laws/ Certificate of Incorporation issued by Registrar of Companies along with Memorandum & Articles of Association and full address of the registered office.
2	In the last three financial years i.e. 2017-18, 2018-19 and 2019-20, the Service Provider should have achieved minimum average annual financial turnover as mentioned in pre-qualification table in this annexure from physical segregation of loan files/documents ,Scanning and Digitization Services and should have positive net worth in each of		Copy of the Audited Balance Sheet for preceding three years. Certificate from CA to be enclosed stating turnover from Electronic Document Management services (sorting, scanning and digitization) if same is not mentioned in balance sheet specifically.

	the last three financial years. The Service Providers shall submit audited annual accounts of all three years in respect of this requirement.		
3	The Service Provider should have minimum 3 years of experience as on 31.03.2021 in India in scanning and digitization at PSU / Scheduled commercial Banks / Govt. Departments/ NBFCs/ MNCs. Copies of work orders/Completion certificate to be attached.		Copy of the order and Certificate of completion of the work / reference from PSU / PSB / SCB / Govt. department/NBFC/MNC for satisfactory work done to be enclosed.
4	Subcontracting of the work is not permitted. An undertaking would be required to be submitted		Affidavit as per Annexure-I
5	The Service Provider should have GST registration certificate, E.S.I.C., P.F. and applicable Labour Law registration/ Licenses. Photo copies of valid registration certificates/licensees should be furnished along with the technical bid.		Compliance self-certificate along with Photocopies of valid registrations and license should be furnished with the Technical Bid.
6	Vendor to give compliance certificate adhering to all the provisions viz. fire safety; pest, rodents, termite control; fumigation norms in the facility in beginning and thereafter every 6 months' interval. No complaint against vendor / or its supervisor / staff of breach of data privacy, confidentiality, proliferation, misuse.		Affidavit as per Annexure-I
7	Service Providers should not be under a declaration of ineligibility		Affidavit as per Annexure-I

	for corrupt and fraudulent practices issued by the Tendering Authority.		
8	Service Provider should have sufficient trained Man power, High speed scanners, Flatbed scanner and any other scanner as may be required, Computers, NAS Boxes, servers to provide scanning and digitization service at multiple centers in the Circle.		A certificate confirming availability sufficient trained manpower to be enclosed with the technical bid along with site-wise details.
9	The operation of the bidder in Pakistan or China, if any, should be suitably firewalled from the contact / operations with the Bank. And shall also declare that no employee who has previously or been posted in Pakistan or China in any capacity is engaged by the company for this project and that no Pakistan national or person of Pakistan origin should be engaged by the service provider for the project. Further the company should not post an employee who has worked in India operations in Pakistan or China		Bidder to give an undertaking for compliance in Annexure O.

Annexure-C (ii)

Technical Bid Evaluation Criteria

The Bank shall constitute an Evaluation Committee (EC), which shall carry out the entire evaluation process. The Technical proposal evaluation process would focus on the ability of Service Provider to satisfy technical requirements of the assignment, quality assurance procedures and experience of safekeeping of records. Technical proposals will be evaluated

based on the following criteria. The bidder will have to provide necessary documentary evidence for below criteria along with Bid document failing which bidder will be awarded Nil mark for criteria where no documentary evidence provided with bid document.

Sr. No	Evaluation Criteria	Points	Marking System									
1	Experience Capabilities As on 31.03.2021	18	<p>Experience of scanning and digitization for Scheduled Commercial Banks (SCB) / Govt. departments / PSU/NBFC/MNC (Maximum points – 15)</p> <table border="1" data-bbox="704 695 1385 1472"> <thead> <tr> <th data-bbox="704 695 992 982">Experience of scanning and digitization in SCB / PSU / Govt. departments/NBFC /MNC</th> <th data-bbox="992 695 1385 982">Points</th> </tr> </thead> <tbody> <tr> <td data-bbox="704 982 992 1058">Less than 3 years</td> <td data-bbox="992 982 1385 1058">0</td> </tr> <tr> <td data-bbox="704 1058 992 1134">3 years</td> <td data-bbox="992 1058 1385 1134">8</td> </tr> <tr> <td data-bbox="704 1134 992 1472">More than 3 years</td> <td data-bbox="992 1134 1385 1472"> 2 point each for additional 1 year experience beyond 3years (maximum 18 points) 4-year experience: 10 points 5 year experience: 12 points etc. </td> </tr> </tbody> </table>		Experience of scanning and digitization in SCB / PSU / Govt. departments/NBFC /MNC	Points	Less than 3 years	0	3 years	8	More than 3 years	2 point each for additional 1 year experience beyond 3years (maximum 18 points) 4-year experience: 10 points 5 year experience: 12 points etc.
Experience of scanning and digitization in SCB / PSU / Govt. departments/NBFC /MNC	Points											
Less than 3 years	0											
3 years	8											
More than 3 years	2 point each for additional 1 year experience beyond 3years (maximum 18 points) 4-year experience: 10 points 5 year experience: 12 points etc.											
		2	The Bidder should have International certification/affiliation/Membership professional Records & Information Services Management (PRISM) for record management 2									

2	Financial Capabilities	15	<p>Average annual financial turnover (From scanning and digitization) in the last three financial years i.e. 2017-18, to 2019-20 from scanning and digitization (CA certificate to be enclosed as an evidence) (Maximum points – 15)</p> <table border="1"> <thead> <tr> <th>3 Yrs. average turn over (Rs.in crores)</th> <th>Points</th> </tr> </thead> <tbody> <tr> <td>2.00 Cr and above</td> <td>15</td> </tr> <tr> <td>1.00 Cr to less than 2.00 Cr</td> <td>12</td> </tr> <tr> <td>0.25 Cr to less than 1.00 Cr</td> <td>8</td> </tr> <tr> <td>Less than 0.25 Cr</td> <td>0</td> </tr> </tbody> </table>	3 Yrs. average turn over (Rs.in crores)	Points	2.00 Cr and above	15	1.00 Cr to less than 2.00 Cr	12	0.25 Cr to less than 1.00 Cr	8	Less than 0.25 Cr	0
		3 Yrs. average turn over (Rs.in crores)	Points										
		2.00 Cr and above	15										
1.00 Cr to less than 2.00 Cr	12												
0.25 Cr to less than 1.00 Cr	8												
Less than 0.25 Cr	0												
10	<p>The Profit making in the last three financial years (2017-18 ,2018-19,2019-2020) (Maximum points – 10)</p> <ul style="list-style-type: none"> • Making profit in all three FYs mentioned above – 10 points • Making profit in any two FYs mentioned above – 5 points • Making profit in less than 2 FYs mentioned above – 0 point 												
5	<p>Total Contract value executed during last 3 years:</p> <table border="1"> <thead> <tr> <th>S. No.</th> <th>Contract Value (Rs in cr.)</th> <th>Points</th> </tr> </thead> <tbody> <tr> <td>1.</td> <td>More than or equal to 2.00 Cr.</td> <td>5</td> </tr> <tr> <td>2.</td> <td>More than or equal to 0.10 Cr & less than 2.00 Cr</td> <td>3</td> </tr> <tr> <td>3.</td> <td>Less than 0.10 Cr</td> <td>0</td> </tr> </tbody> </table>	S. No.	Contract Value (Rs in cr.)	Points	1.	More than or equal to 2.00 Cr.	5	2.	More than or equal to 0.10 Cr & less than 2.00 Cr	3	3.	Less than 0.10 Cr	0
S. No.	Contract Value (Rs in cr.)	Points											
1.	More than or equal to 2.00 Cr.	5											
2.	More than or equal to 0.10 Cr & less than 2.00 Cr	3											
3.	Less than 0.10 Cr	0											

3 *	Legal and Regulatory Compliance. Self-certification along with documentary proof to be enclosed.	15	(Maximum points – 15) <ul style="list-style-type: none"> • Service Providers should not be under a declaration of ineligibility for corrupt and fraudulent practices issued by the Tendering Authority – 7 Points • Bidder has ISO 9001-2015 Quality certification – 1.5 Points • ISO 27001:2013 for Data security for IT Service Management in bidder’s name – 1.5 Points • The Service Provider should have GST, E.S.I.C., P.F. and applicable Labour Law registration/ Licenses. – 5 Points
4	Records Management Solutions and Processes. (Self-certification along with documentary proof to be enclosed.)	15	<ol style="list-style-type: none"> 1. The Service Provider should have implemented a Comprehensive Records Management Solutions. The Service Provider have dedicated in house IT team and should have the ability to customize the process with access to the Source code of the software being used by the Service Provider at any time as per Bank requirement . – 10 Points 2. Service provider capable of providing on line MIS facility – 5 points
5	Scanner specifications (Self-certification along with documentary proof to be enclosed.)	20	<ol style="list-style-type: none"> 1. Company own minimum 50 highspeed scanner, flatbed scanners, as per the specifications mentioned scope of work (Annexure –D) - 10 Points 2. The Highspeed scanner used automatically put tag on the pages which are scanned correctly- 5 points 3. Availability of NAS Boxes Minimum 5 -5 Points
	TOTAL	100	

EVALUATION CRITERIA

Only the Service Providers who score more than 75 (Seventy Five) marks in Technical Evaluation process and minimum 80% in Legal and Regulatory Compliance (Annexure C-ii, point 3) will qualify for Commercial Evaluation process. Once the evaluation of technical proposals is completed, the Service Providers who score more than the prescribed cut-off score will only be short listed. In case, only two / one / none of the participating Service Providers qualify on technical criteria and reach or exceed the cut-off score of 75 , then the Bank, at its sole discretion, may qualify three / five Service Providers on the basis of the top 3 / 5 scores in technical evaluation . Bidders selected by Bank on the basis of Technical evaluation will be allowed to bid in **e- reverse auction**. The Service Provider whose bid has been determined as the lowest final commercial quote (i.e., L1) shall be awarded the project.

Bank reserve the right to cancel the contract and impose penalty as deemed fit if self-certification wherever enclosed found to be misleading and wrong.

BIDDING PROCESS:

Bank on its sole discretion may choose any of the bidding process noted hereunder:

- (A) Each bidder will bid for technical Bid. Bidder will be allowed to bid for commercial bid provided the bidder has qualified in Technical bid.
- (B) L1 will be decided through e reverse auction.
- (C) In case where MSE bidder bid and quote within L1+15% then 20% job of that Circle will be allotted to it provided they agree to match L1 rate. In the case where more than one MSE bidders bid and quote within L1+15%, then 20% of total job will be distributed among eligible MSE bidders in equal proportion provided they agree to match L1 quote price.
- (D) Work will be allotted based on projected job quantity (No of documents to be digitized)
- (E) Allotment of Branch/RACPC/RASMEC/Branch/DAC (other offices) to vendor will be at sole discretion of bank . The Bank at its sole discretion will allot the work on the basis of availability of Job volume at a Bank desired location, and Bank's decision will be final and binding.

Bank may, at its sole discretion, decide to seek more information from the respondents in order to normalize the bids. However, respondents will be notified separately, if such normalization exercise as part of the technical evaluation is resorted to.



General Clauses:

- i. In **Annexure G**, if there is discrepancy in the unit price quoted in words and figures, the unit price quoted in words, shall be taken as correct.
- ii. Bank reserve the right to reject any / all the vendors in technical as well as commercial bid.

Annexure- D

Scope of Work

- i. The Service provider has to provide services relating to digitization of Loan documents, relevant enclosures and other records pertaining to the Bank's Branches/RACPCs/RASMECS/RACCs at different locations in Odisha and stored at CPCs, / DACs, /other Temporary/permanent storage facilities/Branches on an ongoing basis as per the work order letter issued by the concerned Branches/RACPC/RASMEC/DAC/RACCs/Other offices.
- ii. Vendor has to carry out the task of sorting, physical segregation of Loan files/documents/associated enclosures into various pre-defined folders/sets/buckets, quality scanning, digitization, storing, uploading and indexing of Loan files and storing the physical documents in color coded folders supplied by bank as well as imparting training to staff within the given timelines.
- iii. Loan files and relevant documents/records may be in A4/Legal size or any other size as may be directed by the Bank. The entire process of digitization of Loan files and relevant documents/records would involve retrieval of the Loan files and relevant documents/records from the storage place, open the bundles held in lots, remove the staple pin, sorting, segregating the physical files into separate buckets/sets , Scanning each page of all Set, Digitizing, indexing, uploading, stamping the physical Loan files and relevant documents/records and finally re-bundle the Loan files and associated documents/records and storing the physical files into color coded folders(provided by bank) after stapling and hand over to the authorized person of RACPC/RASMEC/RACC/DAC/Branches/Other Offices for re-storage.
- iv. The quality and clarity of scanning should be beyond doubt and Bank's decision in this regard will be final. Scanned images should be of 150 to 200 dpi resolution, gray scale. Scanning to comply with C-KYC specifications. Maximum size per folder should not exceed 15 MB. If the digitized file size exceeds 15 MB, the file should be compressed below 15 MB.
- v. The scanned images to be saved in PDF form based on account number. It should be accessible in EDMS based on account number.
- vi. In case of torn and fragile documents which cannot be fed into the scanner, matter will be referred to authorized official for taking decision regarding obtaining photocopies of such items for the purpose of scanning. Further, in case, a document cannot be scanned using any type of scanner, digital camera can be used as image capturing device after taking proper approval from Bank's authorised Official.

- vii. The vendor will impart simultaneous training to bank staff regarding various digitization process including scanning, digitizing, indexing, uploading and retrieval in the software and related issues. The vendor will provide all end-user support to the Bank.
- viii. The vendor has to maintain utmost confidentiality and will be responsible for any data breach as mentioned in the agreement subsequently.
- ix. The document (Loan files and relevant documents/records) should be properly and securely kept for digitization and returned to the authorized officer on daily basis. A log register should be properly maintained detailing all the movement of document (Loan files and relevant documents/records) and should be returned with all the pages intact and secured.
- x. CCTV will be provided by Bank.
- xi. The vendor shall arrange good quality and in sufficient numbers of scanners, computers and servers, NAS boxes, LAN networking at his own apart from deploying sufficient and skilled manpower.
- xii. Vendor has to sort, scan and digitize a minimum no of Loan files and relevant documents/records per day/per location (Annexure K (ii)) or as decided by the bank with mutual consent for each location. The vendor has to accordingly adhere to the timelines and non-maintaining of the timeline may invite penalty as per Annexure K (i)
- xiii. Bank will have the right to add/amend/modify scope of the work as per its discretion/requirement though with mutual agreement/consent.
- xiv. Unfinished work / left out work / error rectifications pertaining to the expired contract period to be completed during the present agreement period on priority basis without any extra cost to the Bank.
- xv. Scanned images should be compatible with EDMS software installed in EDMS server at GITC Rabale and end user (Branch) should be able to view and download digitized documents through remote login. Vendor to test check this compatibility first before going for full scale scanning and digitization. and repair the digitized files if so required to make them compatible with the EDMS software without any additional cost.
- xvi. Bidder to start work and test compatibility within one month of signing SLA failing which penalty as per Annexure K(i) will be imposed. Bank may also invoke PBG and cancel work order and allot same work to L2/L3 Bidder.
- xvii. Bidding shall to be done in two parts:
 - Technical bidding
 - Commercial Bidding only for those who qualified in technical bidding, each circle separately.

- xviii. **In case of loss of any file, documents, pages, security documents while in the custody of the service provider, then the service provider would be liable for the penalty as per annexure K(i)**

Scope of Work

Standard Operating Procedure (SOP)

This step includes the following:

Step 1: File Identification.

- a. Identifying the quality and condition of the documents. Documents will be in form of files. Majority documents have only text, photographs but a few may have graphics.
- b. On receipt of the set of particular Loan files and associated enclosures/other records (handing over by Bank' Official will be noted in a register), Vendor will check for mutilation, worn out etc. which will be informed to the Special Team leader. Vendors will undertake the following activities:
 - c. De-filing
 - d. De-stapling, removing paper clips
 - e. Unbinding
 - f. Smoothing edges, orienting direction
 - g. Pasting of torn documents (In such a way that it does not obliterate any material things on the page) and physical preparation/segregation of Documents into pre-defined buckets/sets.
 - h. Loan Documents may be bound. Wherever, the documents are bound, then vendor has to open the bind with prior permission from the Bank official, scan and re-file in the same order of paging.
 - i. Segregate physical Loan files into 18 folders or as decided .
 - j. Scanning documents will have the following paper size (A0 / A1 / A2 / A3 / A4 / Legal and others).

Step 2: Receiving the files

The following includes:

- a. Collection of documents from Bank Official.
- b. Cleaning, Dusting and Fumigation of Documents.
- c. Page number needs to be captured by vendor digitally at the bottom of the page for noting and corresponding side papers. Numbering has to be done for all pages. Vendor

- should ensure and cross check the numbers captured to verify the numbers captured are in sequence for all pages.
- d. Bank official will make an entry in the log register module of the scanning, Digitization and Data entry (referred to as Application) while handing over the document.
 - e. Each file handed over to the Vendor will be tracked using a unique ID generated by the application. (e.g. loan account no)
 - f. Vendor will accept the log and physical files. As part of this verification, the vendor is advised to verify the document/ file quality with the Bank official and any discrepancy should be brought to the notice of the Bank representative.
 - g. Under NO circumstances shall the documents be changed. Mutilated, destroyed or replaced by some other documents.
 - h. Inward the documents in the log register module of the application as followed:
 - i. Name of the document collected.
 - ii. Number of pages in the document (A4/Legal/A3/A2/A0/others)
 - iii. Collected from (Official Name)
 - iv. Collected by and Signature (Vendor Representative)
 - v. Date of collection.
 - vi. Returned to (Bank Official) – Name and Signature.
 - vii. Returned by (Vendor representative)
 - i. Vendor should ensure that number of pages in each document is accurately captured and is then cross-checked with the number of pages scanned. Vendor should maintain order of documents without disturbing the chronology of the documents and without mixing pages between different documents. In case of unavailability of required documents or pages missing or documents missing, it should be highlighted to the Bank Official
 - j. Documents will be provided to the Vendor in a condition that the Vendor will be able to start scanning readily. In case of the document condition not being to such an extent, it is the responsibility of the vendor to inform the Bank's authorised official.
 - k. Vendor will provide the name and ID if the authorised person, who will receive documents/loan files for scanning at each scanning centre. Bank will also authorise at each centre, an official who will hand over and receive back documents/loan files to and from the vendor authorised representative.

Step 3: Batch Preparation

Each paper page is prepared for scanning by:

- i. De-filing
- ii. De-stapling, removing paper clips
- iii. Unbinding

- iv. Smoothing edges, orienting direction
- v. Segregating and sorting documents.
- vi. Pasting of torn documents and physical preparation of Documents
- vii. Physical Loan files will be segregated into 18 buckets or sets or as decided by the Bank. While segregating, care should be taken, so that the physical files are segregated as per specification given by the Bank.

Step 4: Scanning/QC of Images:

Use of ADF Scanners/Overhead scanners/ Flatbed Scanners:

- a. Depending upon the nature and quality of documents the vendor shall deploy ADF/ A3 scanners / Overhead scanners/ flatbed scanners, as the case may be. The choice of scanners depends completely on the condition of the document. The number of the scanners to be deployed depend on local requirement.; this may increase depending on the daily target achieved. Daily target to be achieved is as per **Annexure -K(ii)**. Timelines of the project will be 18 months with an option to extend further as per Bank's requirement. In case the document is very torn and cannot be fed in the sheet feeder, then flatbed scanner should be used. In case the document cannot be scanned using any type of scanner, digital camera can be used as image capturing device.
- b. Vendor will attach the generated barcode as a Unique file ID for all the files before scanning. Bar code will be pasted on the file cover (including Front File Cover, Back File Cover and Internal Noting pages). Each paper page is scanned and all the pages in the file is stored as one of digital file **searchable formats** (PDF/A) (ISO 19005-1:2005) using appropriate scanners with high quality document and image results. Scanning to be done on 150-200 DPI resolution grey scale with digitized file. Size per folder/set/bucket under the main folder should not exceed 15 MB. In case the document is not visible then document scanning shall be done in gray scale. The images are stored under PDF/A format with maximum image quality with minimum storage capacity. In case the documents are not legible it needs to be scanned on high resolution i.e., 600 dpi or higher. Quality of the scanned images for skewing, de-skewing, de-speckling, cropping, removing black noise around the text cleansing of images etc. shall be carried out by operator other than the one scanning the document. Scanned image should be replica of the original document. Scanned images will be segregated and saved into 18/as per pre decided folders.
- c. Vendor should ensure latest licensed software for Quality Check is installed.

- d. The generated PDF/A should be optimized for viewing over the internet i.e., pages should be viewable as soon as they are downloaded without waiting for the complete file to be downloaded. i.e., A multipage file is downloaded page-by-page and should be viewable as soon as a page is downloaded rather than having wait for the entire file to download.
- e. Scanned image generated after adequate compression should be legible in both soft format and printed copy taken on paper in 1:1 scale. If the scanned document is not legible then it will be the vendor's responsibility to scan the documents at higher resolution.
- f. All pages in the file need to be scanned. (Excluding duplicates and photocopies of already scanned documents)
- g. Quality check after scanning is of utmost importance. Vendor should ensure quality of work. Vendor should check scanned records for DPI, image Quality, Format, Noise removal etc.
- h. Vendor should ensure that digitized document is the exact replica of the original paper document maintained as part of the records in the books.

Step 5: Post Scanning / Refiling and handing over the files

- a. After the scanning, re-bundle, re-staple the Loan files and relevant documents/records (after stapling) in lots, store into color coded folders provided by the Bank and hand over to the authorized person of Branch/RACPC/RASMEC/ RACC/DAC/Branches/Other Offices for re-storage.
- b. Each page shall be serially arranged and shall be counted while giving the documents back.
- c. Vendor to maintain and return the documents in their original form to the Bank representative.
- d. Any damage to the documents collected shall make the vendor liable to penalty as specified.
- e. Vendor to Maintain outward log for files returned back to Bank. Vendor should maintain records of Issue/ Return of files/ Documents in the data entry application for keeping track of the flow of files/documents and get the same countersigned by the Bank representative while collecting and returning the files/documents. Digital files will be tagged and stored in the drive.

- f. Vendor is required to take back up of incremental data at the end of the day. The backup shall be taken on hard disk in a secured storage for data retrieval in case of emergency. Vendor to ensure data security and confidentiality while taking back up.
- g. The vendor shall not assign their right and interest in these presents or assume a fresh partner or partners or dissolve partnership at present subsisting between them in reference to this contract without the written permission from Bank.

Step 6. Quality Check: Quality Check involves verification of the data captured and carrying out necessary rectification in case of errors in data. Quality check in the document should be as under:

- a. Physical segregation of loan files and associated documents/relevant enclosures is correctly done as per Bank's instruction into 18 folders/sets/buckets /or as many folders/sets /buckets as decided by the Bank .
- b. All documents have been scanned.
- c. The Image should not be too dark / too light.
- d. The Image should not have been captured under improper lighting.
- e. The Image should not have been cropped from any side.
- f. The orientation of the image should be right.
- g. The colour is consistent in all the images and not patchy.
- h. The image should not be skewed.
- i. The image should not be blurred.
- j. There should not be any data loss due to folds.
- k. There should not be any data loss due to tight binding and bulge at the centre.
- l. There should not be extra darkness at the edges.
- m. Each digital/file /Folder size should not exceed 15 MB. If the size of any of the bucket /folder exceeds 15 MB, same should be compressed to 15MB without compromising on image quality
- n. While returning the Loan documents to the authorised person at RACPC/RASMEC/RACC/Branch /Other offices, the files/associated documents/enclosures should be stored into color coded folders provided by the Bank.
- o. Same document/duplicate document should not be scanned multiple times.

Step 7. Indexing

Indexing to be carried out post completion of Quality check. Each file doc will be indexed with a unique identification no. such as Loan account no (for example 12345678900). No other character should be used in naming the main folder:

ii. Images will be segregated according to type of doc like Loan application and placed in 7 sub folders (maximum size of each sub folder: 15 MB) under account no wise folders

8. Data Transfer to Bank's ADS enabled storage facility/NAS Box: After quality check, vendor will arrange to transfer data to Bank's ADS enabled storage facility located at Branch/RACPC/RASMEC/RACC/DAC/Branches/Other offices on daily basis. The data transfer process may be online or through manual process as advised by GITC from time to time. Scanned images, should be compatible with EDMS software installed in EDMS server at GITC Navi Mumbai and end user (Branch) should be able to view and download digitized documents through remote login. Vendor to test check this compatibility first before going for full scale scanning and digitization.

Bidder to start work and test compatibility within one month of signing SLA. Failing which penalty as per Annexure K(i) will be imposed. Bank may also invoke PBG and cancel work order.

9. Responsibility Statement

- i. The Vendor should ensure that Scanners , NAS Box ,Manpower are deployed to the maximum capacity in the space provided by the Bank/RACPC/RASMEC/RACC/ Branch/DAC/other offices to complete the project as per timelines.
- ii. Vendor should follow the guidelines / instructions of the Bank officials for day to day digitization activity.
- iii. Vendor should ensure scanners, desktop, NAS Box , manpower are made available in working condition on priority on request raised by the Bank
- iv. The scanning to take place inside Bank premises. Furniture, cabling, repair and CCTV, staff welfare etc. to be arranged by Bank. Maintenance of vendor equipment to ensured by vendor.
- v. Bank has the right to conduct audit on the service provider whether by its internal or external auditor, agents appointed to act on its behalf and to obtain copies of any audit or review report and findings made on the service provider in conjunction with the services performed for the Bank.
- vi. Due diligence/ KYC/ physical verification of employees of the service provider will be done by the Service Provider and proper record of the same will be maintained. Service Provider will report the Bank about employees joined/ left the company on regular intervals. The vendors employees will be frisked and scanned and will not be allowed to take any pen or copying or photo camera inside the work place and will be under CCTV Surveillance

10.REPORTS

The Service Provider is required to provide the scanning center wise reports as per Bank's requirement and periodicity, to the designated officer of the Bank.

- i. Total No of physical files sorted and segregated into 18 buckets/as specified by bank
- ii. Total no of documents and Images scanned
- iii. Total no of documents indexed Digital segregation)
- iv. Total no documents saved in Banks' local storage facility/NAS Box at Branch/RACPC/RASMEC/RACC/DAC/other offices.
- v. Total No. of documents rebundled (stapled) and stored into colour coded folders

11.IMPROVEMENTS IN PROCESSES

The vendor will be open to any up-gradation/improvement in the system/processes which will contribute to better Records Management with Bank's consent, under intimation to the Bank.

12.MISC ITEMS

- Vendor will work inside Bank premises and the Bank will provide working space, desks, chairs, power connection, CCTV .Cost of power consumption for scanning and digitization will be borne by Bank
- Vendor will bring computers, servers, scanners , NAS Boxes, cabling of the scanners to computers and servers, UPS , equipment's for pinning , unpinning and any other item required for smooth functioning scanning and digitization.

Annexure –E

PERFORMANCE BANK GUARANTEE FORMAT

(TO BE STAMPED AS AN AGREEMENT)

THIS PERFORMANCE BANK GUARANTEE AGREEMENT executed atthis.....day of
2021 by (Name of the Bank)..... having its Corporate Centre 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 Local Head offices at-----
(procuring office address), hereinafter referred to as "**SBI**" which expression shall, unless
repugnant to the subject, context or meaning thereof, be deemed to mean and include its
successors and assigns).

WHEREAS M/s _____, incorporated under _____ Act having its registered
office at _____ and principal place of business at _____
(hereinafter referred to as "**Service Provider/ Vendor**" which expression shall unless repugnant
to the context or meaning thereof shall include its successor, executor & assigns) has agreed to
supply of hardware/software and/ or services(hereinafter referred to as "**Services**") to SBI in
accordance with the Request for Proposal (RFP) No. SBI:xx:xx dated dd/mm/yyyy.

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

WHEREAS, in accordance with terms and conditions of the RFP / Purchase order/Agreement
dated....., Service Provider is required to furnish a Bank Guarantee for a sum of
Rs. _____ /- (Rupees _____ only) for due performance of the obligations of the
Service Provider in providing the Services, in accordance with the RFP/Purchase
order/Agreement guaranteeing payment of the said amount of Rs. _____ /- (Rupees
_____ only) to SBI, if Service Provider fails to fulfill its obligations as agreed in
RFP/Agreement.

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

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

NOW THIS GUARANTEE WITNESSETH THAT

1. In consideration of SBI having agreed to entrust the Service Provider for rendering Services as mentioned in the RFP, we, the Guarantors, hereby unconditionally and irrevocably guarantee that Service Provider shall fulfill its commitments and obligations in respect of providing the Services as mentioned in the RFP/Agreement and in the event of Service Provider failing to perform / fulfill its commitments / obligations in respect of providing Services as mentioned in the RFP/Agreement, we (the Guarantor) shall on demand(s), from time to time from SBI, without protest or demur or without reference to Service Provider and notwithstanding any contestation or existence of any dispute whatsoever between Service Provider and SBI, pay SBI forthwith the sums so demanded by SBI in each of the demands, subject to a cumulative maximum amount of Rs. _/- (Rupees only).
2. Any notice / communication / demand from SBI to the effect that Service Provider has failed to fulfill its commitments / obligations in respect of rendering the Services as mentioned in the Agreement, shall be conclusive, final & binding on the Guarantor and shall not be questioned by the Guarantor in or outside the court, tribunal, authority or arbitration as the case may be and all such demands shall be honoured by the Guarantor without any delay.
3. We (the 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 and the SBI can make its claim in one or more events within the total liability of the Guarantor mentioned herein.
- vi) This Guarantee shall remain in full force and effect for a period of 18 months from the date of the issuance i.e. up to ...Unless a claim under this Guarantee is made against us within three (3) months from that date i.e. on or before, all your rights under this Guarantee shall be forfeited and we shall be relieved and discharged from all liabilities there under.
- (vi) This guarantee shall be governed by Indian Laws and the Courts in LHO centre....., 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 upto.....
- (c) We are liable to pay the guaranteed amount or any part thereof under this Bank Guarantee only and only if SBI serve upon us a written claim or demand on or before (date which is 3 months after date mentioned at (b) above.

Yours faithfully,

For and on behalf of Bank.

Authorized official

Annexure-F

Details of the Bidder

Sr. no.	Particulars	Details
	Name and address	
	Date of Incorporation and / or commencement of business	
	Certificate of incorporation	
	Brief description of the Bidder including details of its main line of business	
	Company website URL	
	GST No. Company registration No. and Date ESIC registration No. & Date PF registration No & Date	
	Particulars of the Authorized Signatory of the Bidder Name Designation Address Phone Number (Landline) Mobile Number Fax Number Email Address	

Signature

Seal of Company



Annexure-G

Commercial Bid Format

Sr. No.	Description	Rate per Image (INR)
	<p>Recurring Cost per scanned Image:</p> <p>The bidder has to give a single rate taking into consideration all the Costs towards, operation of Scanning and digitization process (Physical segregation of loan files/documents/associated enclosures or documents-Scanning – Indexing –storing of the physical loan documents in color coded folders (provided by Bank)- storage of scanned documents in Bank’s storage facility at Branch/RACPC/RASMEC/RACC/ Branches/other offices) , as per the scope of work in the RFP document.</p> <p>Note:</p> <ol style="list-style-type: none"> 1. The above rate should include cost/service/infrastructure/support/ resources employed and deployed by the vendor at any location within the jurisdiction of Circle/Local Head Office. The user training fee for RACPC/RASMEC/DAC/ BRANCHES/other storage centers is included in the scanning and digitization rate. 2. The price quoted shall be quoted only in Indian Rupees and should be inclusive of all taxes. There will be no additional payment for taxes, duties, octroi etc. 	

(Rupees in words.....)

Signature

Seal of Company

Annexure -H

NON-DISCLOSURE AGREEMENT

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

State Bank of India constituted under the _____ Act, _____ having its Corporate Centre
at Madame Cama Road, Nariman Point, Mumbai-400 021 and one of its Local Head Office
at..... through its SMEBU & PBBU department at LHO..... (hereinafter referred to as "the
Bank" which expression includes its successors and assigns) of the ONE PART

And

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

And Whereas

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

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

1. **Confidential Information and Confidential Materials:**
 - a. "Confidential Information" means non-public information that Disclosing Party
designates as being confidential or which, under the circumstances
surrounding disclosure ought to be treated as confidential. "Confidential Information"
includes, without limitation, information relating to installed or purchased Disclosing

Party software or hardware products, the information relating to general architecture of Disclosing Party's network, information relating to nature and content of data stored within network or in any other storage media, Disclosing Party's business policies, practices, methodology, policy design delivery, and information received from others that Disclosing Party is obligated to treat as confidential. Confidential Information disclosed to Receiving Party by any Disclosing Party Subsidiary and/ or agents is covered by this agreement.

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

2. **Restrictions**

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

1. the Statutory Auditors of the Bank and
 2. Regulatory Authorities regulating the affairs of the Bank and inspectors and supervisory bodies thereof.
- c. The foregoing obligations as to confidentiality shall survive any termination of this Agreement.
- d. Confidential Information and Confidential Material may be disclosed, reproduced, summarized or distributed only in pursuance of Receiving Party's business relationship with Disclosing Party, and only as otherwise provided hereunder. Receiving Party agrees to segregate all such Confidential Material from the confidential material of others in order to prevent mixing.
- e. Receiving Party may not reverse engineer, decompile or disassemble any software disclosed to Receiving Party.
3. **Rights and Remedies**
- a. Receiving Party shall notify Disclosing Party immediately upon discovery of any unauthorized use or disclosure of Confidential Information and/ or Confidential Materials, or any other breach of this Agreement by Receiving Party, and will cooperate with Disclosing Party in every reasonable way to help Disclosing Party regain possession of the Confidential Information and/ or Confidential Materials and prevent its further unauthorized use.
 - b. Receiving Party shall return all originals, copies, reproductions and summaries of Confidential Information or Confidential Materials at Disclosing Party's request, or at Disclosing Party's option, certify destruction of the same.
 - c. Receiving Party acknowledges that monetary damages may not be the only and / or a sufficient remedy for unauthorized disclosure of Confidential Information and that disclosing party shall be entitled, without waiving any other rights or remedies (as listed below), to injunctive or equitable relief as may be deemed proper by a Court of competent jurisdiction.
 - Suspension of access privileges
 - Change of personnel assigned to the job

- Financial liability for actual, consequential or incidental damages d. Termination of contract
- Disclosing Party may visit Receiving Party's premises, with reasonable prior notice and during normal business hours, to review Receiving Party's compliance with the term of this Agreement.

4. **Miscellaneous**

- a) All Confidential Information and Confidential Materials are and shall remain the property of Disclosing Party. By disclosing information to Receiving Party, Disclosing Party does not grant any expressed or implied right to Receiving Party to disclose information under the Disclosing Party patents, copyrights, trademarks, or trade secret information.
- b) An document provided under this Agreement is provided with RESTRICTED RIGHTS.
- c) Neither party grants to the other party any license, by implication or otherwise, to use the Confidential Information, other than for the limited purpose of evaluating or advancing a business relationship between the parties, or any license rights whatsoever in any patent, copyright or other intellectual property rights pertaining to the Confidential Information.
- d) The terms of Confidentiality under this Agreement shall not be construed to limit either party's right to independently develop or acquire product without use of the other party's Confidential Information. Further, either party shall be free to use for any purpose the residuals resulting from access to or work with such Confidential Information, provided that such party shall maintain the confidentiality of the Confidential Information as provided herein. The term "residuals" means information in non-tangible form, which may be retained by person who has had access to the Confidential Information, including ideas, concepts, know-how or techniques contained therein. Neither party shall have any obligation to limit or restrict the assignment of such persons or to pay royalties for any work resulting from the use of residuals. However, the foregoing shall not be deemed to grant to either party a license under the other party's copyrights or patents.
- e) This Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof. It shall not be modified except by a written agreement dated subsequently to the date of this Agreement and signed by both

parties. None of the provisions of this Agreement shall be deemed to have been waived by any act or acquiescence on the part of Disclosing Party, its agents, or employees, except by an instrument in writing signed by an authorized officer of Disclosing Party. No waiver of any provision of this Agreement shall constitute a waiver of any other provision(s) or of the same provision on another occasion.

- f) In case of any dispute, both the parties agree for neutral third party arbitration. Such arbitrator will be jointly selected by the two parties and he/she may be an auditor, lawyer, consultant or any other person of trust. The said proceedings shall be conducted in English language at LHO Centre and in accordance with the provisions of Indian Arbitration and Conciliation Act 1996 or any Amendments or Re-enactments thereto.
- g) Subject to the limitations set forth in this Agreement, this Agreement will inure to the benefit of and be binding upon the parties, their successors and assigns.
- h) If any provision of this Agreement shall be held by a court of competent jurisdiction to be illegal, invalid or unenforceable, the remaining provisions shall remain in full force and effect.
- i) All obligations created by this Agreement shall survive change or termination of the parties' business relationship.

5. **Suggestions and Feedback**

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

Dated this day of ___2021 at _____ (month) _____ (place)

For and on behalf of _____

RFP for Scanning and Digitization at various
SBI Centers



Name		
Designation		
Place		
Signature		
Date		

For and on behalf of _____

Name		
Designation		
Place		
Signature		
Date		

Annexure -I

AFFIDAVIT ON A NON JUDICIAL STAMP PAPER & DULY NOTARIZED

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

I, _____ /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. 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.
5. I / We further declare that there have been no damage to records during sorting, **physical segregation of loan files/documents** ,scanning and no incident of data loss , data misuse, data pilferage and data misuse during scanning and digitization and after the completion of the project.
6. That our company has never returned back any contract/order unexecuted.
7. That no Bank/ customer of our company is dissatisfied with the machines/Services provided by us and our services are found to be satisfactory by all the banks /customer.
8. That we shall not be sub-contracting any work under the present tender, if we are selected as the successful bidder.

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

DEPONENT



Verified at on.....that the contents of Paras 1 to 8 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)



Annexure-J

AFFIDAVIT ON A NON JUDICIAL STAMP PAPER & DULY NOTARIZED

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

I, _____ /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 in case of our inability to complete the job in time as per RFP, we will not be authorized to remove any of the materials/infrastructure created by us at Bank's site and the Bank will have right to forfeit the same, besides other action as per terms of RFP documents.
2. That we undertake to provide the source code to the Bank for the software to be used for Scanning and digitization activities.

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

DEPONENT

Verified at on.....that the contents of Parasto... 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)

Annexure –K(i)

Penalty Clause

1. Work should be performed by the vendor in accordance with the time schedule and quality approved by the Bank as specified in the contract.

- i. Selected vendor to start work and test compatibility within one month of signing SLA
- ii. In the event of failure to maintain performance matrix specified in the Vendor Performance Matrix (Annexure K (ii)), penalties at the rate of 100 % of the project cost prepayment milestone period/ 10 Lacs per month whichever is lower would be levied per month/ payment milestone period subject to a maximum penalty of Rs.30 Lacs or 3 months payment to vendor whichever is higher. The penalties payable by the Vendor shall be in addition to the liquidated damages of as mentioned at para 42 of the RFP. It shall be the responsibility of Vendor to deploy sufficient manpower and resources to complete the task within the stipulated time schedule to avoid any penalty and/or liquidated damages under this clause.
- iii. In the event of loss of securities/documents/title deeds by the Vendor during the process of scanning and storing back into colour coded folders and/or activities associated with the process entrusted by the Bank, Vendor shall compensate the Bank to the whole extent of rebuilding cost including the penalties or cost, if any, awarded by any court/tribunal/legal forum payable by the Bank to its customers in addition to payment of penalty at 5% of project cost per instance per RACPC subject to a maximum of Rs.10 Lacs
- iv. If the quality of the output is found to be unsatisfactory, the vendor to rescan it at no extra cost. However, penalty will be imposed if vendor fails to stick to over all time line.
- v. If vendor imposed with 3 penalties during SLA period then , Bank may cancel the work order apart from invoking PBG and initial deposit. .In such case decision taken by Bank will be the final and will bind all the parties .
- vi. If any of the images in a document is found to be of bad quality or found to be unfit for to upload in EDMS, Bank may reject the entire PDF file which shall be rescanned by the vendor without extra cost and within the overall time set.
- vii. Vendor has to ensure that sufficient infrastructure and manpower is deployed to complete the project as per timelines.
- viii. In case of non-adherence to the timelines penalty would be imposed as applicable.

2. The Vendor shall strictly comply with all Labour and such other statutory Laws in relation to the services to be provided and the personnel engaged by the Vendor and he shall be solely responsible for all acts of the said personnel so enrolled and there shall and will not be any privity

of contract for any purpose and to any intent between the Bank and said personnel so engaged by the Vendor. The Bank shall neither be liable nor answerable in respect of any claims or demands in respect of any matter or on any account which may be raised by the said personnel so engaged by the Vendor and it shall be the sole responsibility and liability of the Vendor to answer all such claims or demands of the said personnel so engaged, under any law for the time being in force.

3. The Vendor should process, for the entire duration of the contact, all licenses and registrations as may be required under any law and shall be responsible to register himself and obtain a valid license under Contract Labour (Regulation and Abolition) Act, 1970 and rules there under , if applicable. The Vendor shall comply with all rules and regulation in force under the said Act and rules. The Vendor shall comply with all applicable laws, rules and regulation relating to Provident Fund, Payment of Bonus , Minimum Wages, holiday/Sunday working charges or any other Statutory/Regulatory requirements. Any dispute regarding such dues shall and be dealt with and settled by the contractor.

4. General Indemnity:

a) Service provider agrees and hereby keeps the Bank indemnified against all claims, action, loss, damages, reputation loss, costs, expenses, charges, including legal expenses (Attorney, Advocate fees included) which the Bank may suffer or incur on account of any deficiency in Services rendered by the Service Provider or any acts Commission/ omission on the part of employees, agents, representatives of Service Provider. Service Provider 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 Service Provider.

b) Service Provider 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 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.

c) 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.

d) The Service Provider shall indemnify and keep fully and effectively indemnified the Bank against all costs, claims, damages, demands, expenses and liabilities of whatsoever nature arising out of or in connection with all claims of infringement of trade mark, patent, copyright, industrial design or any other intellectual property rights of any third party arising from the Services or use of software or any other product under this Agreement, subject to the



following condition(s):

- (i) The Bank shall promptly notify the Service Provider in writing of any allegations of infringement of which it has notice
- (ii) The Bank shall not make any admission of claims causing prejudice to the defense of the Service Provider against such claims without the Service Provider's prior written consent.



Annexure K (ii)

Vender Performance Matrix

The vendor is expected to deploy manpower and equipment so as to meet monthly targets as under. Failure to meet Monthly target (based on daily target multiplied by number of working days of the month per RACPC/RASMEC/RACC/Branches/DAC/Other Offices) will attract penalty as per the penalty clause in Annexure K(i).

Name of the circle	Monthly target for sorting , physical segregation of loan files/documents ,scanning/digitization/storing/storing of files in color coded folders
	<p>i) Daily target for scanning per RACPC/RASMEC/ RACC/Branches/DAC/other Offices : 40000 images per day</p> <p>ii) daily target for storing of files (after completion of scanning) into color coded folders per RACPC/RASMEC/ RACC/Branches/DAC/other Offices : 200 loan accounts</p> <p>iii) Minimum 80 % of the monthly target to be sorted scanned, digitized, digitally sorted and physically stored(after completion of scanning) in color coded folders at each RACPC/ RASMEC/ RACC/ Branch/Other office failing which penalty as per the penalty clause in Annexure K(i) will be imposed.</p>

RFP for Scanning and Digitization at various
SBI Centers



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Annexure -L

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

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

Annexure –M

Glossary

BG	Bank Guarantee
CA	Chartered Accountant
CKYC	Centralized KYC
DAC	Document Archival Centre
DPI	Dots per Inch
LHO	Local Head Office
EMD	Earnest Money Deposit
EOI	Expression Of Interest
IPR	Intellectual Property Right
ISO	International Organization for Standardization
IT&IS	Information Technology & Information Security
KYC	Know Your Customer
RACPC/RASMEC/RACC	Retail asset central processing Centre/Retail Asset & Small and Medium Enterprises City Credit Centre/Retail Asset Credit Centre
PBG	Performance Bank Guarantee
POA	Proof of Address
POI	Proof of Identity
PSB	Public sector Bank
PSU	Public Sector Undertaking
RFP	Request For Proposal
SBI	State Bank of India
SLA	Service Level Agreement
TDS	Tax Deducted at Source
SCB	Schedule Commercial Bank
TEC	Tender Evaluation Committee .

Annexure –N

To,

State Bank of India,
Deputy General Manager (SMEBU & PBBU)

.....
.....

RFP: REQUEST FOR PROPOSAL FOR SORTING,PHYSICAL SEGREGATION OF LOAN FILES/DOCUMENTS, SCANNING AND DIGITISATION AT VARIOUS SBI CENTRES UNDER LHO

RFP Ref:

We enclose Earnest Money Deposit(EMD) in the form of a Demand Draft / Banker's Cheque/ Pay Order No..... issued by the Branch of theBank, for the sum of Rs. 25000/- (Rupees Twenty five Thousand only) drawn in favour of State Bank of India payable at We also understand and agree that no interest will be paid on EMD amount at the time of refunding the same. This EMD will be treated as per terms and conditions set out in this RFP.

Thanking you,

Yours faithfully

(Authorised Signatory)

Name

Company Seal

Date

Business address

Annexure- O

CERTIFICATE OF COMPLIANCE WITH RULE 144 (XI) OF GENERAL FINANCIAL RULES, 2017

(On the letterhead of the Bidder/Agency)

TO WHOMSOEVER IT MAY CONCERN

This is to certify that, I have read the clause regarding restrictions on procurement from a bidder of a country which shares a land border with India; I certify that this bidder is not from such a country or, if from such a country, has been registered with the Competent Authority. I hereby certify that this bidder fulfils all requirements in this regard and is eligible to be considered. The evidence of valid registration by the Competent Authority is attached herewith.

In case during the bidding process it is found that I do not fulfill the compliance with Rule 144(XI) of General Financial Rules, 2017, I understand that my bid submitted would be liable to be rejected and if agreement is executed, then my agreement would be liable to be terminated.

.....

(Signature, name and address of the Agency's executive duly authorized to sign on behalf of the Agency with date and place)

For and on behalf of
(Name and address of the Agency)

(Seal of the Agency)

Annexure- P

SERVICE LEVEL AGREEMENT FOR SORTING, PHYSICAL SEGREGATION OF LOAN
DOCUMENTS/DOCUMENTS, SCANNING AND DIGITISATION

BETWEEN

State Bank of India, _____ 1

AND

_____ 2

Date of Commencement : _____ 3

Date of Expiry : _____

This Service level agreement (SLA) must be read alongside the terms and conditions of the RFP No: _____ dated _____. The T&Cs and schedules of the RFP, together with this entered into on ____ day of ____ month of 2021, constitute a binding agreement ("Agreement") between the parties and will apply to any, work order and/or any services supplied to the Bank by the Service provider during the Term.

1 Office/ Department/ Branch which is executing the Agreement or the nodal department in the matter.

2 The other Party (Contractor/ Service Provider) to the Agreement

3 Effective Date from which the Agreement will be operative.

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29	VENDOR PERFORMANCE MATRIX
30	COMMERCIAL RATE FORMAT

(Please check page no and insert correct page no before executing the agreement)

AGREEMENT

This agreement for _____ (hereinafter '**the Agreement**')
made on _____ day of _____ (Effective Date).

Between

State Bank of India, a statutory body constituted under the State Bank of India Act, 1955, having its Corporate Centre and Central Office at State Bank Bhavan, Madame Cama Road, Nariman Point, Mumbai-21 and having one of its Local Head Offices at _____ through its _____ Office/ Department at _____ hereinafter referred to as "**the Bank**" which expression shall unless repugnant to the context or meaning thereof shall include its successors & assigns of the First Part

And

_____ a private/public limited company/LLP/Firm incorporated under the provisions of the Companies Act, 1956 or 2013/ Limited Liability Partnership Act 2008/ Indian Partnership Act 1932, having its registered office at _____ and principal place of business at _____ hereinafter referred to as "**Service Provider**" which expression shall unless repugnant to the context or meaning thereof shall include its successor, executor & permitted assigns of the Second Part.

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

RECITALS

WHEREAS

(i) The Bank is carrying on the business in banking in India and overseas and desirous to avail the services of a Vendor/Service provider for Scanning and Digitisation of the Bank records. Accordingly, the RFP No. for the said purpose was published by the Bank on and Final selection of the vendors was done through e- reverse auctions on

(ii) The Service Provider is in the business of providing such services and agreed to provide the services as may be required by the Bank as mentioned in **Annexure A** of this Agreement and in the Request for Proposal (RFP) No _____ dated _____ issued by the Bank along with its clarifications/ corrigendum, referred hereinafter as a “RFP” and the 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 terms and conditions hereinafter contained, in addition to all the contents of RFP No: and its corrigendum/clarifications/amendment thereto issued by the Bank:

1. DEFINITIONS & INTERPRETATIONS

1.1. Capitalised Terms : The following capitalized terms, unless the context otherwise requires, shall have the meaning set forth below for all purposes of this Agreement:

1.1.1. “Agreement/ Contract” means this agreement including all its Annexures, Schedules, Appendix and all amendments therein agreed by the Parties in writing.

1.1.2. “Service” means services to be provided as per the requirements specified in the Agreement and any other incidental services and other obligations of the Service Provider covered under the Agreement.

- 1.1.3 “The Bank” means State Bank of India, Local Head Office represented through its SMEBU & PBBU Deptt. Bank also refers to branch/RACPC/RASMEC/ RACC/ DAC/ CPCs/LHO/ Department/ Offices as the context may require.
- 1.1.4 “**Confidential Information**” shall have the meaning set forth in Clause 7;
- 1.1.5 “Services’ shall mean and include the Services offered by Service Provider more particularly described in Annexure A of this Agreement. ‘Services’ shall also include the implementation services, training services and maintenance Services <Strike off whichever is Inapplicable> and other obligation of Service Provider to be provided under this Agreement and the RFP No. _____ dated _____.
- 1.1.6 “**Deficiencies**” shall mean non-satisfactory outcome of the services/defects arising from non-conformity with the mutually agreed specifications and/or failure or non-conformity in the Scope of the Services.
- 1.1.7 “**Effective Date**” shall mean the date on which this Agreement takes effect.
- 1.1.8 “**Intellectual Property Rights**” shall mean and include on a worldwide basis, any and all: (a) copyrights and all renewals thereof, rights associated with works of authorship, including copyrights & moral rights;; (b) trademarks, trade names, service marks, service names, logos and corporate names, both primary and secondary, together with all goodwill associated therewith and including, without limitation, all translations, adaptations, combinations and derivations of each of the foregoing, (c) trade secrets, other confidential information (including proposals, financial and accounting data, business and marketing plans, customer and supplier lists and related information) and patents, designs, algorithms and other industrial property rights; (d) all other intellectual property and industrial property rights of every kind and nature, however designated, whether arising by operation of law, contract, license or otherwise, including but not limited to design rights, trade names, information technology, domain names; and (e) all registrations and applications for registration, extension or renewal filed anywhere in the world for each of the foregoing;
- 1.1.9 “**Total Project Cost**” means the price payable to Service Provider over the entire period of Agreement (i.e. Rs. _____ <in words>) for the full and proper performance of its contractual obligations

- 1.1.10 **“Purchase Order (PO)”** shall mean PO NO. _____ dated _____ issued to Service Provider.
- 1.1.11 **“Reports”** shall mean the reports, materials, presentations or other communications, written or otherwise, in draft or final form, provided by Service Provider in terms of this Agreement.
- 1.1.12 **“Request for Proposal (RFP)”** shall mean RFP NO. _____ dated _____ along with its clarifications/ corrigenda/addenda issued by the Bank from time to time.
- 1.1.13 **“Service Provider/ Vendor”** shall mean the successful Bidder found eligible as per eligibility criteria set out in this RFP, whose Technical and Commercial Bid has been accepted and who has emerged as the Successful Bidder(s)(L1) as per the selection criteria set out in the RFP and to whom notification of award has been given by Bank.
- 1.1.14 **“Circle “** means LHO centre and branches/offices under the administrative control of the Local Head Office (LHO).

1.2. Interpretations:

1.2.1. Reference to a person includes any individual, firm, body corporate, association (whether incorporated or not) and authority or agency (whether government, semi government or local).

1.2.2. The singular includes the plural and vice versa.

1.2.3. Reference to any gender includes each other gender.

1.2.4. The provisions of the contents table, headings, clause numbers, italics, bold print and underlining is for ease of reference only and shall not affect the interpretation of this Agreement.

1.2.5. The Schedules, Annexures and Appendices to this Agreement shall form part of this Agreement.

1.2.6. A reference to any documents or agreements (and, where applicable, any of their respective provisions) means those documents or agreements as amended, supplemented or replaced from time to time provided they are amended, supplemented or replaced in the manner envisaged in the relevant documents or agreements.

1.2.7. A reference to any statute, regulation, rule or other legislative provision includes any amendment to the statutory modification or re-enactment or, legislative provisions substituted

for, and any statutory instrument issued under that statute, regulation, rule or other legislative provision.

1.2.8. Any agreement, notice, consent, approval, disclosure or communication under or pursuant to this Agreement is to be in writing.

1.2.9. The terms not defined in this agreement shall be given the same meaning as given to them in the RFP. If no such meaning is given technical words shall be understood in technical sense in accordance with the industrial practices.

2. COMMENCEMENT & TERM

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

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

2.3. The Bank shall have the right at its discretion to renew this Agreement in writing, for a further term of _____ years on the same terms and conditions.

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

3. SCOPE OF SERVICES:

3.1. The scope and nature of the work which the Service Provider has to provide to the Bank (Services) is described in **Annexure A**.

4. REPRESENTATIONS AND WARRANTIES

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

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

4.1.2. The person(s) signing this agreement on behalf of the Parties have the necessary authority and approval for execution of this document and to Bind his/their respective organization for due

performance as set out in this Agreement. It has all necessary statutory and regulatory permissions, approvals and permits for the running and operation of its business.

4.1.3. It has full right, title and interest in and to all software, copyrights, trade names, trademarks, service marks, logos symbols and other proprietary marks (collectively 'IPR') (including appropriate limited right of use of those owned by any of its vendors, affiliates or subcontractors) which it provides to the other Party, for use related to the services to be provided under this Agreement, and that any IPR provided by a Party does not infringe the IPR status of any third party.

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

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

4.2. Additional Representation and Warranties by Service Provider.

4.2.1. 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.

4.2.2. 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.

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

4.2.4. The services and products provided by the Service Provider to the Bank do not violate or infringe any patent, copyright, trademarks, trade secrets or other intellectual property rights of any third party.

4.2.5. The Service provider shall ensure that all persons, employees, workers and other individuals engaged 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 when requested.

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

4.2.7 Service Provider represents and warrants that its personnel shall be present at the Bank premises or any other place as the bank may direct, only for the Services 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.

5. RESPONSIBILITIES OF THE BANK

5.1.

- (i) Providing Infrastructure as per Annexure A .
- (ii) Making files and other bank records available to vendor at Bank premises for scanning and digitisation.
- (iii) Sample checking of scanned images.

6. RESPONSIBILITIES OF THE SERVICE PROVIDER

6.1 To arrange infrastructure, equipment and manpower as per Annexure A at different work places and start work as per the stipulation there.

6.2 In case of service provider unable to provide the facility as per time scheduled in the para 6.1 above Bank may impose penalty as per Annexure B.

6.3 Service Delivery responsibilities

- (a) To adhere to the service levels documented in this Agreement.
- (b) Service provider, shall *ensure that* Service provider personnel will abide by all reasonable directives issued by the Bank, including those set forth in the Bank's then-current standards, policies and procedures (to the extent applicable), all on-site rules of behaviour, work schedules, security procedures and other standards, policies and procedures as established by the Bank from time to time.
- (c) Adhere to Infrastructure Facility and job schedule as per Annexure A.

6.4 Security Responsibility

- (a) To maintain the confidentiality of the Bank's resources and other intellectual property rights.

6.5 Service Provider's obligations:

(a) 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.

(b) The **Service Provider** will be responsible for arranging and procuring all relevant permissions / Road Permits etc. for transportation of the equipment to the location where installation is to be done. The Bank would only provide necessary letters for enabling procurement of the same wherever needed.

(c) 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.

(d) 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 Vendor's negligence. The **Service Provider** will pay all indemnities arising from such incidents and will not hold the Bank responsible or obligated.

(e) The **Service Provider** is responsible for managing the activities of its personnel and will hold itself responsible for any mis-demeanours.

(f) 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 .

(g) **Service Provider** will provide details of employees to be deployed for scanning and digitisation along with their photo, ID proof to the Bank at the beginning of service and whenever there is any addition or removal or change in employee.

(h) Insurance:

- i. All the infrastructure created by the **Service Provider** at the site shall have to be insured by the vendor at his cost to cover all the required risks.
- ii. Should any loss or damage occur, to **Service Provider's** infrastructure, the **Service Provider** shall initiate and pursue claim till settlement and Promptly make arrangements for repair and / or replacement of any damaged item to the satisfaction of the Bank, irrespective of settlement of claim by the underwriters.
- iii. **Service Provider** to take adequate insurance for compensating Bank, the loss (storing or in scanning) suffered due to deficiencies in services either by the **Service Provider** or it's employees.
- iv. The Service Provider shall also obtain a Comprehensive Insurance Policy to cover all losses, cost, expenses or claims which the Bank may be exposed to due to the deficiency

in services provided by the Service Provider or due to any fraud, negligence, misconduct of the Service Provider or any acts of commission / omission on the part of his officers, employees, agents, representatives or Sub-contractor of the Service Provider. The Insurance obtained shall cover all direct losses and also indirect losses such as Reputational Loss, Financial Loss, Operational Loss etc.

6.6 GENERAL INDEMNITY

- (i) Service Provider agrees and hereby keeps the Bank indemnified against all claims, actions, loss, damages, reputation loss, 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 Service Provider or breach of any obligations mentioned in clause 6 herein above, including without limitation, breach of confidentiality obligations or any acts of commission / omission on the part of employees, agents, representatives or Sub-Contractors of Service Provider. Service Provider 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 service provider.
- (ii) Service provider 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.
- (iii) The Service provider shall indemnify and keep fully and effectively indemnified the Bank against any fine or penalty levied on the Bank for improper payment of tax for the reasons attributable to the Service Provider.
- (iv) 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 software/ hardware/ deliverables within reasonable time. The Bank shall report as far as possible all material defects to the Service Provider without undue delay. The Service Provider also undertakes to co-operate with other service providers thereby ensuring expected performance covered under scope of work.

- (v) 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.
- (vi) The Service Provider shall indemnify and keep fully and effectively indemnified the Bank against all costs, claims, damages, demands, expenses and liabilities of whatsoever nature arising out of or in connection with all claims of infringement of trade mark, patent, copyright, industrial design or any other intellectual property rights of any third party arising from the Services or use of software or any other product under this Agreement, subject to the following condition(s):
 - a) The Bank shall promptly notify the Service Provider in writing of any allegations of infringement of which it has notice;
 - b) The Bank shall not make any admission of claims causing prejudice to the defense of the Service Provider against such claims without the Service Provider's prior written consent;

7. CONFIDENTIALITY

7.1. For the purpose of this Agreement, Confidential Information shall mean all information which is material to the business operations of either party or its affiliated companies, designated as being confidential or which, under the circumstances surrounding disclosure out to be treated as confidential, 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 floppy diskettes or otherwise without any limitation whatsoever. Without prejudice to the generality of the foregoing, the Confidential Information shall include all information about the party and its customers, costing and technical data, studies, consultants reports, financial information, computer models and programs, software Code, contracts, drawings, blue prints, specifications, operating techniques, processes, models, diagrams, data sheets, reports and other information with respect to any of the foregoing matters. All and every information received by the parties and marked confidential hereto shall be assumed to be confidential information unless otherwise proved including but not limited to (i) information of all kinds, whether oral, written or otherwise recorded including, without limitation, any analyses, compilations, forecasts, data, studies or other documents, regarding the past, current or future affairs, business, plans or operations of a Party to which the other Party will have access, (ii) the existence of the contemplated terms and the fact

that discussions or negotiations are taking place or have taken place between the Parties concerning the contemplated terms, (iii) any and all information regarding the contemplated terms and any agreements that may be entered into in relation thereto and (iv) any customer details or other data received by a Party from the other Party or its customer(s) or otherwise shared between the Parties in connection with the Service. . It is further agreed that that the information relating to the Bank and its customers is deemed confidential whether marked confidential or not and all information relating to the accounts of the Bank's customers shall be confidential information, whether labelled as such or otherwise.

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

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

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

7.2.3. Notwithstanding the above, the Service provider may reveal the Confidential Information to only its employees and other parties as approved by the Bank , and shall procure and ensure that each of them complies with the obligation to keep the Confidential Information secret, private and confidential and strictly observes the terms of this Agreement.

7.2.4. The confidentiality obligation shall not apply to such portions of the Confidential Information (other than the Customer details/ data of the Bank) which one of the Parties can demonstrate (i) are or become generally available to the public other than as a result of any breach of this Agreement, (ii) were in its possession on a non-confidential basis prior to the date hereof or (iii) have been rightfully received from a third party after the date hereof without restriction on

disclosure and without breach of this Agreement, said third party being under no obligation of confidentiality to the other Party with respect to such Confidential Information.

7.2.5. In the event that a Party becomes legally compelled pursuant to any statutory or regulatory provision, court or arbitral decision, governmental order, or stock exchange requirements to disclose any of the Confidential Information, the compelled Party, as far as possible will provide the other Party with prompt written notice. 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.

7.2.6. In the event of termination or expiry of this Agreement, each Party shall either (i) promptly destroy all copies of the written (including information in electronic form) Confidential Information in its possession or that of its representatives; or (ii) promptly deliver to the other Party at its own expense all copies of the written Confidential Information in its possession or that of its representatives, provided, however, that (i) no notes, memoranda, analyses, studies or other documents prepared by it or its advisers in connection with the Services shall be returned or destroyed, but they shall be disposed in accordance with any specific directions in this Agreement or held and kept confidential, and that (ii) each Party shall be permitted to retain one copy of the Confidential Information for the purposes of dispute resolution, compliance with regulatory agency or authority and internal compliance procedures, provided such copies being held and kept confidential.

7.2.7. By furnishing the Confidential Information, no Party makes an express or implied representation or warranty as to the accuracy or completeness of the Confidential Information that it has disclosed and each Party expressly disclaims any liability that may be based on the Confidential Information, errors therein or omissions there from, save in the case of fraud or wilful default.

7.3. The Service Provider shall not, without the Bank's prior written consent, disclose the Agreement, or any provision thereof, or any specification, plan, drawing, pattern, sample or information furnished by or on behalf of the Bank in connection therewith, to any person other than a person employed by the Service Provider in the Performance of the Contract. Disclosure to

any such employed person shall be made in confidence and shall extend only so far, as may be necessary to purposes of such performance.

7.4. The Service Provider shall not, without the Bank's prior written consent, make use of any document or information received from the Bank except for purposes of performing the services and obligations under this Agreement.

7.5. 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.

7.6. The obligations set out in this Article shall continue even after the termination/ expiry of this Agreement. Confidentiality obligations of the Service Provider in respect of any customer data/ details of the Bank shall be absolute, unconditional and without any time limit, irrespective of the expiry/ termination of the Agreement.

7.7. Service Provider 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 as per this Agreement by Service Provider or its employees, agents, representatives, Sub-Contractors. Service Provider 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 Service Provider.

7.8 Service provider undertakes to promptly notify the Bank in writing any breach of obligation of the Agreement by its employees or representatives including confidentiality obligation. Service provider acknowledges that monetary damages may not be the only and / or a sufficient remedy for unauthorized disclosure of Confidential Information and that Bank shall be entitled, without waiving any other rights or remedies, to injunctive or equitable relief as may be deemed proper by a Court of competent jurisdiction.

7.9 Service Provider acknowledges and agrees that all tangible and intangible information obtained, developed or disclosed including all documents, contract, purchase order to be issued, data papers and statements and trade secret of the Bank relating to its business practices and their competitive position in the market place provided to the Service Provider by the Bank in connection with the performance of obligations of Service Provider under this

agreement, 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.

7.10 The Confidential Information will be safeguarded, and service provider 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 Service Provider of this section, monetary damages may not be an adequate remedy; therefore, Bank shall be entitled to injunctive relief to restrain Service Provider from any such breach, threatened or actual.

7.11 All information relating to the infrastructure and Applications (including designs and processes) shall be deemed to be Confidential Information whether labeled as such or not. Service Provider personnel/resources responsible for the project are expected to take care that their representatives, where necessary, have executed a Non-Disclosure Agreement similar to comply with the confidential obligations under this Agreement

8. RELATIONSHIP BETWEEN THE PARTIES.

8.1. It is specifically agreed that the Service Provider shall act as independent service provider and shall not be deemed to be the Agent of the Bank except in respect of the transactions/services which give rise to Principal - Agent relationship by express agreement between the Parties.

8.2. Neither the Service Provider nor its employees, agents, representatives, Sub-Contractors shall hold out or represent as agents of the Bank.

8.3. None of the employees, representatives or agents of Service Provider shall be entitled to claim permanent absorption or any other claim or benefit against the Bank.

8.4. 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.

8.5. All the obligations towards the employees of a Party including that on account of personal accidents occurred while working in the premises of the other Party shall be with the respective employer and not on the Party in whose premises the accident occurred.

8.6 For redressal of complaints of sexual harassment at workplace, Parties agree to comply with the policy framed by the Bank (including any amendment thereto) in pursuant to the Sexual Harassment of Women at Workplace (Prevention, Prohibition and Redressal) Act, 2013 including any amendment thereto.

9. SUB-CONTRACTING

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

10. PERFORMANCE GUARANTEE & PENALTY

10.1. The Service Provider shall furnish performance security in the form of Bank Guarantee for an amount of Rs. _____/- valid for a period of __ year(s) __ month(s) from a Scheduled Commercial Bank other than State Bank of India in a format provided/ approved by the Bank as provided in Annexure -__ of the RFP. The Bank Guarantee is required to protect the interest of the Bank against the risk of non-performance of Service Provider in respect of successful implementation of the project and/or failing to perform / fulfil its commitments / obligations in respect of providing Services as mentioned in this Agreement; or breach of any terms and conditions of the Agreement, which may warrant the invoking of Bank Guarantee. The Service provider shall be allowed to perform the services under this agreement only upon submission of the Bank guarantee to SBI.

10.2. Performance of the obligations under the Agreement/RFP shall be made by the Service Provider in accordance with the time schedule¹⁵ specified in this Agreement.

10.3. Any unexcused delay by the Service Provider in the performance of its Contract obligations under this Agreement shall render this Agreement to be terminated forthwith by the Bank.

10.4. If at any time during performance of the Contract, the Service Provider should encounter unexpected conditions impeding timely completion of the Services under the Agreement and performance of the services, the Service Provider shall promptly notify the Bank in writing of the fact of the delay, its likely duration and its cause(s). As soon as practicable, after receipt of the Service Provider's notice, the Bank shall evaluate the situation and may at its discretion extend the Service Provider's time for performance, in which case the extension shall be ratified by the Parties by amendment of the Agreement.

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

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

10.7. LIMITATION ON LIABILITY:

10.7.1 For breach of any obligation mentioned in this Agreement or the RFP, subject to obligations mentioned in this clause, in no event Service Provider shall be liable for damages to the Bank arising under or in connection with this Agreement for an amount exceeding the total Cost of the Project for a period of one year subject to a maximum of Rs.20.00 lacs, besides other actions mentioned in the RFP like forfeiture of equipment, etc. 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.

10.7.2 Under no circumstances shall the Bank be liable for any indirect, consequential or incidental losses, damages or claims including loss of profit, loss of business or revenue of the Service provider.

10.7.3 The limitations set forth in Clause ____ shall not apply with respect to:

- (i) claims that are the subject of indemnification pursuant to Clause _ i.e. infringement of third party Intellectual Property Rights;

- (ii) damage(s) occasioned by the Gross Negligence or Willful Misconduct of Service Provider;
- (iii) damage(s) occasioned by Service Provider for breach of Confidentiality Obligations mentioned under this Agreement;
- (iv) Regulatory or statutory fines imposed by a Government or Regulatory agency for non-compliance of statutory or regulatory guidelines applicable to the Bank, provided such guidelines were brought to the notice of Service Provider.

10.7.4 For the purpose of clause 10.7.3 (ii) "Gross Negligence" means any act or failure to act by a party which was in reckless disregard of or gross indifference to the obligation of the party under this Agreement and which causes injury, damage to life, personal safety, real property, harmful consequences to the other party, which such party knew, or would have known if it was acting as a reasonable person, would result from such act or failure to act for which such Party is legally liable. Notwithstanding the forgoing, Gross Negligence shall not include any action taken in good faith.

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

10.7.6 In case of deficiency in services as defined in this Service Level Agreement (SLA) by the Service Provider or by his authorized agent which causes Reputational Loss, Financial Loss etc. to the Bank, a penalty may be imposed on the Service Provider, as decided by the Bank, in addition to termination of services followed by intimation to professional licencing authority and to RBI and IBA as well.

11. FORCE MAJEURE

11.1. Notwithstanding anything else contained in the Agreement, neither Party shall be liable for any delay in performing its obligations herein if and to the extent that such delay is the result of an event of Force Majeure.

11.2. For the purposes of this clause, 'Force Majeure' means and includes wars, insurrections, revolution, civil disturbance, riots, terrorist acts, public strikes, hartal, bundh, fires, floods, epidemic, pandemic, quarantine restrictions, freight embargoes, declared general strikes in relevant industries, vis Major Act of Government, impeding reasonable performance of the Contractor and / or Sub-Contractor but does not include any foreseeable events, commercial considerations or those involving fault or negligence on the part of the party claiming Force Majeure.

11.3. If a Force Majeure situation arises, the Service Provider shall promptly notify the Bank in writing of such conditions, the cause thereof and the likely duration of the delay. Unless otherwise directed by the Bank in writing, the Service Provider shall continue to perform its obligations under the Agreement as far as reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.

11.4. If the event of Force Majeure continues for a period more than 30 days, the Bank shall be entitled to terminate this Agreement at any time thereafter. 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.

12. COMPLIANCE WITH LAWS.

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

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

12.3. Service Provider 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 Laws relating to Contract Labour, Minimum Wages, etc., and the Bank shall have no liability in these regards. Further, the Service Provider would indemnify/make good for the losses to the Bank for non-compliance or any claims against the Bank arising out of any non-compliance as above. Further the Service Provider shall cooperate fully with any legitimately provided/ constituted body conducting inquiry into processing and execution of this Agreement/ any other matter related with discharge of contractual obligations by Service Provider.

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

13. RIGHT TO AUDIT

13.1. It is agreed by and between the Parties that the Bank shall have the right to audit the Equipment and Services anytime during the term of this Agreement. All costs for such audit shall be borne by the Bank and whenever certification is required by external empanelled auditors appointed by the Bank, cost of certification will be borne by the Vendor (Service Provider).

13.2. The bank shall have the right to conduct audits on the Service Provider whether by its internal or external auditors, or by agents appointed to act on its behalf and to obtain copies of any audit or review reports and findings made on the service provider in conjunction with the services performed for the Bank.

13.2.1. _____(Service Provider) have to get themselves annually audited by external empanelled Auditors appointed by the Bank, covering the risk parameters finalized by the Bank and the vendors are required to submit such certification by the Auditors to the Bank. The Bank can make its expert assessment on the efficiency and effectiveness of the security control, risk management, governance system and process created by the Service Provider. The Service Provider shall, whenever required by the Bank's empanelled Auditors, furnish all relevant

information, records/data to them. 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 empanelled Auditors, the Service Provider shall correct/resolve the same at the earliest and shall provide all necessary documents related to resolution thereof and the empanelled 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 empaneled Auditors covering the respective risk parameters against which such deficiencies have been observed.

13.3. It is agreed that the Bank shall have the access to all books, records and information relevant to the Services available with the Service Provider.

13.4. The Parties agree that the Bank shall have the right, but without any obligation to monitor and assess the Services to enable the Bank to take necessary corrective measures, provided any such monitoring shall not amount to supervision of any of the jobs of the Service Provider or the employees of the Service Provider.

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

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

13.7. The service provider agrees to allow the Reserve Bank of India or persons authorized by it to access the documents, records of transactions, and other necessary information stored or processed by the service provider in respect of this Agreement or the Services.

13.8. 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 in this regard.

13.9. 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.

14. FEES, TAXES DUTIES & PAYMENTS

14.1. The 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 . The Payment

Terms for the services which the Service Provider has to provide to the Bank is in terms of **Annexure-C** subject to deduction of income tax thereon wherever required under the provisions of the Income Tax Act by the Bank.

The 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. The price quoted shall be inclusive of all taxes. There will be no additional payment for taxes, duties, Octroi etc. The Bank shall not be liable for payment of those Central / State Government taxes, levies, duties or any tax/ duties imposed by local bodies/ authorities, which are not specified in **Annexure C**.

Amounts payable to the Service Provider as stated in **Annexure C** shall be firm and not subject to adjustment during performance of the Contract, irrespective of reasons whatsoever, including exchange rate fluctuations.

The Bank may withhold payment of any Services that it disputes in good faith, and may set-off penalty amount or any other amount which Service Provider owes to the Bank against amount payable to Service Provider under this Agreement.

14.2. All other taxes, duties and other charges which may levied shall be borne by the Service Provider and the Bank shall not be liable for the same.

14.3. All expenses, stamp duty and other charges/ expenses in connection with execution of this Agreement shall be borne by Service Provider

15. TERMINATION

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

- (i) If Service Provider fails to deliver any or all the obligations within the time period specified in the Agreement, or any extension thereof granted by the Bank;

- (ii) If Service Provider fails to perform any other obligation(s) under the Agreement;
- (iii) Violations of any terms and conditions stipulated in the RFP/Agreement;
- (iv) Laxity in adherence to standards laid down by the Bank; or
- (v) Discrepancies/deviations in the agreed processes and/or Services.; or
- (vi) On happening of any termination event mentioned herein above in this Agreement.

Prior to providing a written notice of termination to Service Provider under clause 1.1 (i) to 1.1 (vi), the Bank shall provide Service Provider with a written notice of 30 (thirty) days to cure such breach of the Agreement. If the breach continues or remains unrectified after expiry of cure period, the Bank shall have right to initiate action in accordance with above clause.

- 1.2 The Bank, by written notice of not less than 30 days, may terminate the Agreement, in whole or in part, for its convenience without assigning any reasons thereof and the Service provider shall not be entitled to dispute the same in any manner. In the event of termination of the Agreement for the Bank's convenience, Service Provider shall be entitled to receive payment for the Services rendered (delivered) up to the effective date of termination.
- 1.3 In the event the Bank terminates the Agreement in whole or in part for the breaches attributable to Service Provider, it may procure, upon such terms and in such manner as it deems appropriate, Services similar to those undelivered, and subject to clause 18 Service Provider shall be liable to the Bank for any increase in cost for such similar Services. However, Service Provider shall continue performance of the Agreement to the extent not terminated.
- 1.4 The Bank shall have a right to terminate the Agreement immediately by giving a notice in writing to Service Provider in the following eventualities:
 - 1.4.1 If any Receiver/Liquidator is appointed in connection with the business of Service Provider or Service Provider transfers substantial assets in favour of its creditors or any orders / directions are issued by any Authority / Regulator which has the effect of suspension of the business of Service Provider.
 - 1.4.2 If Service Provider applies to the Court or passes a resolution for voluntary winding up of or any other creditor / person files a petition for winding up or dissolution of Service Provider.
 - 1.4.3 If any acts of commission or omission on the part of Service Provider or its agents, employees, sub-contractors or representatives, in the reasonable opinion of the Bank

tantamount to fraud or prejudicial to the interest of the Bank or its employee(s).

- 1.4.4 Any document, information, data or statement submitted by Service Provider in response to RFP, based on which Service Provider was considered eligible or successful, is found to be false, incorrect or misleading.
- 1.4.5 The Bank may, at any time, terminate the Contract by giving written notice to the Selected Agency, if the Selected Agency becomes Bankrupt or insolvent or any application for bankruptcy, insolvency or winding up has been filed against it by any person. In this event, termination will be without compensation to the Selected Agency, 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
- 1.4.6 Upon termination or expiration of this Agreement, all rights and obligations of the Parties hereunder shall cease, except such rights and obligations as may have accrued on the date of termination or expiration; the obligation of confidentiality and indemnity; obligation of payment; Governing Law clause; Dispute resolution clause; and any right which a Party may have under the applicable law.
- 1.4.7 If the contract is terminated under any termination clause, the vendor shall handover all documents/ executable/ Bank's data or any other relevant information to the Bank in timely manner and in proper format as per scope of this RFP and shall also support the orderly transition to another vendor or to the Bank.
- 1.4.8 The Bank's right to terminate the services will be in addition to the penalties / liquidated damages and other actions as deemed fit.

16. CONTINGENCY PLANS & CONTINUITY ARRANGEMENTS.

16.1. The Service Provider shall arrange and ensure proper 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.

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

16.3 In the event of failure of Service Provider to render the Services or in the event of termination of Agreement or expiry of term or otherwise, without prejudice to any other right, the Bank at its

sole discretion may make alternate arrangement for getting the Services contracted with another vendor. In such case, the Bank shall give prior notice to the existing Service Provider. The existing Service Provider shall continue to provide services as per the terms of the Agreement until a 'New Service Provider' completely takes over the work.

16.4 During the transition phase, the existing Service Provider shall render all reasonable assistances to the new Service Provider within such period prescribed by the Bank, at no extra cost to the Bank, for ensuring smooth switch over and continuity of Services, provided where transition services are required by the Bank or New Service Provider beyond the term of this Agreement, reasons for which are not attributable to Service Provider, payment shall be made to Service Provider for such additional period on the same rates and payment terms as specified in this Agreement. If existing vendor is found to be in breach of this obligation, they shall be liable for paying a penalty of 2% on demand to the Bank, which may be settled from the payment of invoices or bank guarantee for the contracted period.

17. ARBITRATION

17.1. All disputes or differences whatsoever arising between the parties out of or in connection with this contract or in discharge of any obligation arising out of the contract (whether during the progress of work or after completion of such work and whether before or after the termination of this contract, abandonment or breach of this contract), shall be settled amicably. If, however, the parties are not able to solve them amicably, the same shall be referred to the sole Arbitrator appointed by the Deputy General Manager (SMEBU & PBBU), SBI, LHO, Bhubaneswar and the provisions of the Arbitration and conciliation Act, 1996, as amended from time to time shall be applicable to such proceedings. The vendor/service provider has no objection to any such appointment to the effect that the Arbitrator so appointed is the Bank's own officer. The award of the Arbitrator so appointed shall be final and binding on both the parties in regard to such disputes or differences. The arbitration proceedings shall take place at Bhubaneswar only. The provision of Arbitration and Conciliation Act 1996 and rules framed thereunder and in force shall be applicable to such proceedings.

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

18. GOVERNING LAW & JURISDICTION

18.1. The Agreement shall be governed and construed in accordance with the Laws of Republic of India.

18.2. Subject to clause 18 the Parties agree to submit to the exclusive jurisdiction of the appropriate court in **Bhubaneswar** in connection with any dispute between the Parties under the Agreement.

19. ENTIRE AGREEMENT

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

19.2. This Agreement comprises this Agreement and the following Appendices/Addendums/Annexure/Schedules which shall be integral part of this Agreement, and the Parties shall be bound by the terms and conditions contained therein:

19.3. If there is any ambiguity between any clause in this Agreement and any clause in any of the Appendices/Annexure, etc., or any ambiguity among the Appendices, Annexure, etc., the order of priority of documents in resolving such ambiguity shall be as follows:

1. This Agreement;
2. Annexure of Agreement;
3. Work Order No. _____ dated _____; and
4. RFP and amendments thereto

20. SEVERABILITY

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



greatest extent possible the economic, legal and commercial objectives of the invalid or unenforceable provision.

21. NOTICES:

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

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

21.3. Address for communication to the Parties are as under:

21.3.1. To the Bank

21.3.2. To Service Provider

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

22 CONFLICT OF INTEREST

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

22.2 Service Provider shall provide professional, objective and impartial advice and at all times hold the Bank's interests paramount, strictly avoiding conflicts with other assignment(s)/job(s) or their own corporate interests, and act without any expectation/ consideration for award of any future assignment(s) from the Bank. Service Provider shall avoid any conflict of interest while discharging contractual obligations and bring, before-hand, any possible instance of conflict of interest to the knowledge of the Bank, while rendering Services under the Agreement.

22.3 Service Provider 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.

22.4 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.

22.5 The Service Provider shall indemnify and keep fully and effectively indemnified the Bank against all costs, claims, damages, demands, expenses and liabilities of whatsoever nature arising out of or in connection with all claims of infringement of trade mark, patent, copyright, industrial design or any other intellectual property rights of any third party arising from the Services or use of software or any other product under this Agreement.

23 POWER TO VARY OR OMIT WORK

- a. No alterations, amendments, omissions, additions, suspensions or variations of the work (hereinafter referred to as variation) under the Agreement shall be made by Service Provider except as directed in writing by Bank. The Bank shall have full powers, subject to the provision herein after contained, from time to time during the execution of the Agreement, by notice in writing to instruct Service Provider to

make any variation without prejudice to the Agreement. Service Provider shall carry out such variations and be bound by the same conditions, though the said variations occurred in the Agreement documents. If any suggested variations would, in the opinion of Service Provider, if carried out, prevent them from fulfilling any of their obligations under the Agreement, they shall notify the Bank, thereof, in writing with reasons for holding such opinion and Bank shall instruct Service Provider to make such other modified variation without prejudice to the Agreement. Service Provider shall carry out such variations and be bound by the same conditions, though the said variations occurred in the Agreement documents. If Bank confirms their instructions Service Provider's obligations will be modified to such an extent as may be mutually agreed. If such variation involves extra cost, any agreed difference in cost occasioned by such variation shall be mutually agreed between the parties. In any case in which Service Provider has received instructions from the Bank as to the requirement of carrying out the altered or additional substituted work, which either then or later on, will in the opinion of Service Provider, involve a claim for additional payments, such additional payments shall be mutually agreed in line with the terms and conditions of the order.

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

24 INTELLECTUAL PROPERTY RIGHTS

24.1 the Parties agree that all data or information supplied by the Bank to Service Provider and/or the Consultancy Team in connection with the provision of Services by it shall remain the property of the Bank or its licensors.

24.2 Any licensed material used by Service Provider for performing Services or developing Work Product for the Bank, Service Provider should have right to use as well as right to license for the outsourced services. The Bank shall not be liable for any license or IPR violation on the part of Service Provider.

24.3 Subject to clause 8.4 and 8.5 of this Agreement, Service Provider shall, at its own expenses without any limitation, indemnify and keep fully and effectively indemnified the Bank against all costs, claims, damages, demands, expenses and liabilities of whatsoever nature arising out of or in connection with all claims of infringement of Intellectual Property Rights, including patent, trademark, copyright, trade secret or industrial design rights of any third party arising from the Services or use of Work Product or any part thereof in India or abroad under this Agreement.

24.4 The Bank will give (a) notice to Service Provider of any such claim without delay/provide reasonable assistance to Service Provider in disposing of the claim; (b) sole authority to defend and settle such claim and; (c) will at no time admit to any liability for or express any intent to settle the claim provided that (i) Service Provider shall not partially settle any such claim without the written consent of the Bank, unless such settlement releases the Bank fully from such claim, (ii) Service Provider shall promptly provide the Bank with copies of all pleadings or similar documents relating to any such claim, (iii) Service Provider shall consult with the Bank with respect to the defense and settlement of any such claim, and (iv) in any litigation to which the Bank is also a party, the Bank shall be entitled to be separately represented at its own expenses by counsel of its own selection.

24.5 Service Provider shall have no obligations with respect to any infringement claims to the extent that the infringement claim arises or results from: (i) Service Provider's compliance with the Bank's specific technical designs or instructions (except where Service Provider knew or should have known that such compliance was likely to result in an infringement claim and Service Provider did not inform the Bank of the same); or (ii) any unauthorized modification or alteration of the Deliverable by the Bank.

24.6 All Work Product prepared by the Consultant in performing the Services shall become and remain the sole and exclusive property of the Bank and all Intellectual Property Rights in such Work Product shall vest with the Bank. Any Work Product, of which the ownership or the Intellectual Property Rights do not vest with the Bank under law, shall automatically stand assigned to the Bank as and when such Work Product is created and the Consultant agrees to execute all papers and to perform such other acts as the Bank may deem

necessary to secure its rights herein assigned by the Consultant. The Work Product shall not be used for any purpose other than intended under the scope of work, without prior written consent of the Bank.

24.7 In the event that Consultant integrates any work that was previously created by the Consultant into any Work Product, the Consultant shall grant to, and the Bank is hereby granted, a worldwide, royalty-free, perpetual, irrevocable license to utilize the incorporated items, including, but not limited to, any and all copyrights, patents, designs, trade secrets, trademarks or other Intellectual Property Rights, in connection with the Work Product

25 LIQUIDATED DAMAGES

25.1 If Service Provider **fails to start work within 30 days of executing SLA** or fails to perform any or all the Services within the stipulated time schedule as specified in this Agreement, the Bank may, without prejudice to its other rights and remedies under the Agreement, and unless otherwise extension of time is agreed upon without the application of liquidated damages, deduct from the Project Cost, as liquidated damages, a sum equivalent to 5% of the total Project Cost for delay of each week or part thereof maximum up to Rs 10 Lacs. Once the maximum is reached, the Bank may consider termination of Agreement. Further Bank may cancel the order and invoke PBG in addition to charging liquidated

26 . MISCELLANEOUS

26.1. 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.

26.2. 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 of privilege. The rights and remedies herein provided shall be cumulative and not exclusive of any rights or remedies provided by law.

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

26.4. The Service Provider 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.

26.5. 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.

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

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

26.8. All plans, drawings, specifications, designs, reports and other documents prepared by the Service Provider in the execution of the Agreement shall become and remain the property of the Bank, and before termination or expiration of this Agreement the Service Provider shall deliver all such documents, prepared under this Agreement along with a detailed inventory thereof, to the Bank.

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

26.10. Review of services will be carried out by the Bank at Half yearly intervals and in case of any deviations regarding delivery of services will be dealt with according to the provisions as mentioned elsewhere in this SLA.

26.11. Identification of the employee of vendor(s) to access the Bank's activity / process outsourced within the Bank will be ensured by way of biometric authentication which could even include Aadhar authentication.

26.12 During the term of this Agreement and for a one year thereafter, neither party shall (either directly or indirectly through a third party) employ, solicit to employ, cause to be solicited for the



purpose of employment or offer employment to any employee/s or sub-contractor/s of the other party, or aid any third person to do so. However, nothing in this clause shall affect the Bank's regular recruitments as per its recruitment policy and not targeted to the employees of Service Provider.

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

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

State Bank of India

By:

Name:

Designation:

Date:

WITNESS:

1.

2.

Service Provider

By:

Name:

Designation:

Date:

WITNESS:

1.

2.

Annexure A

Scope of Work & SOP

- xix. The Service provider has to provide services relating to digitization of Loan documents, relevant enclosures and other records pertaining to the Bank's Branches/RACPCs/RASMECS/RACCs at different locations in Odisha and stored at CPCs, / DACs, /other Temporary/permanent storage facilities/Branches on an ongoing basis as per the work order letter issued by the concerned Branch/RACPC/RASMEC/DAC/RACCs/Other offices,.
- xx. Vendor has to carry out the task of sorting ,**physical segregation of loan files/documents into pre-defined sets/folders/buckets as decided by Bank**, quality scanning, digitization, storing, uploading and indexing of Loan files and relevant documents/records as well as imparting training to staff within the given timelines.
- xxi. Loan files and relevant documents/records may be in A4/Legal size or any other size as may be directed by the Bank. The entire process of digitization of Loan files and relevant documents/records would involve retrieval of the Loan files and relevant documents/records from the storage place, open the bundles held in lots, remove the staple pin, segregating the physical files into separate buckets/sets , Scanning each page of all Set, Digitizing, indexing, uploading, stamping the physical Loan files and relevant documents/records and finally re-bundle the Loan files and relevant documents/records (after stapling) in lots and hand over to the authorized person of RACPC/RASMEC/RACC/DAC/Branches/Other Offices for re-storage.
- xxii. The quality and clarity of scanning should be beyond doubt and bank decision in this regard will be final. Scanned images should be of 150 to 200 dpi resolution, gray scale. Scanning to comply with C-KYC specifications. Maximum size per folder should not exceed 15 MB. If the digitised file exceeds 15 MB, the file should be compressed below 15 MB.
- xxiii. The scanned images to be saved in PDF form based on account number. It should be accessible in EDMS based on account number.

- xxiv. In case of torn and fragile documents which cannot be fed into the scanner, matter will be referred to authorized official for taking decision regarding obtaining photocopies of such items for the purpose of scanning. Further, in case a document cannot be scanned using any type of scanner, digital cameras can be used as image capturing device after taking proper approval from Bank's authorised official.
- xxv. The vendor will impart simultaneous training to bank staff regarding various digitization process including scanning, digitizing, indexing, uploading and retrieval in the software and related issues. The vendor will provide all end-user support to the Bank.
- xxvi. The vendor has to maintain utmost confidentiality and will be responsible for any data breach as mentioned in the agreement subsequently.
- xxvii. The document (Loan files and relevant documents/records) should be properly and securely kept for digitization and returned to the authorized officer on daily basis. A log register should be properly maintained detailing all the movement of document (Loan files and relevant documents/records) and should be returned with all the pages intact and secured.
- xxviii. CCTV will be provided by Bank.
- xxix. The vendor shall arrange good quality and in sufficient numbers of scanners, computers and servers/NAS boxes, LAN networking at his own apart from deploying sufficient and skilled manpower.
- xxx. Vendor has to sort, scan digitize and store the loan files (after scanning and digital segregation) in color coded folders provided by Bank a minimum no of Loan files and relevant documents/records per day/per location (Annexure K (ii)) or as decided by the bank with mutual consent for each location. The vendor has to accordingly adhere to the timelines and non-maintaining of the timeline may invite penalty as per Annexure K (i)
- xxxi. Bank will have the right to add/amend/modify scope of the work as per its discretion/requirement though with mutual agreement/consent.
- xxxii. Unfinished work / left out work / error rectifications pertaining to the expired contract period to be completed during the present agreement period on priority basis without any extra cost to the Bank.
- xxxiii. **Scanned images, should be compatible with EDMS software installed in EDMS server at GITC Navi Mumbai Belapur and end user (Branch) should be able to view and download digitized documents through remote login. Vendor to test check this compatibility first before going for full scale scanning and digitization.**

xxxiv. Bidder to start work and test compatibility within 30 days of signing SLA, failing which penalty as per Annexure K(i) will be imposed. Bank may also invoke PBG and cancel work order and allot same work to L2/L3 Bidder.

xxxv. Bidding shall to be done in two parts

8.5.1.1 Technical bidding

8.5.1.2 Commercial Bidding only for those who qualified in technical bidding, each circle separately

Standard Operating Procedure (SOP)

This step includes the following:

Step 1: File Identification.

- k. Identifying the quality and condition of the documents. Documents will be in form of files. Majority documents have only text, photographs but a few may have graphics.
- l. On receipt of the set of particular Loan files and associated enclosures/other records (handing over by Bank' Official will be noted in a register), Vendor will check for mutilation, worn out etc. which will be informed to the Special Team leader. Vendors will undertake the following activities::
- m. De-filing
- n. De-stapling, removing paper clips
- o. Unbinding
- p. Smoothing edges, orienting direction
- q. Pasting of torn documents (In such a way that it does not obliterate any material things on the page) and physical preparation of Documents.
- r. Loan Documents may be bound .Wherever, the documents are bound, then vendor has to open the bind with prior permission from the Bank official, scan and re-file in the same order of paging.
- s. physical Loan files into 18 folders .
- t. Scanning documents will have the following paper size (A0 / A1 / A2 / A3 / A4 / Legal and others).

Step 2: Receiving the files

The following includes:

- l. Collection of documents from Bank Official.
- m. Cleaning, Dusting and Fumigation of Documents.
- n. Page number needs to be captured by vendor at the bottom of the page for noting and corresponding side papers. Numbering has to be done for all pages. Vendor should ensure and cross check the numbers captured to verify the numbers captured are in sequence for all pages.

- o. Bank official will make an entry in the log register module of the scanning, Digitization and Data entry (referred to as Application) while handing over the document.
- p. Each file handed over to the Vendor will be tracked using a unique ID generated by the application.
- q. Vendor will accept the log and physical files. As part of this verification, the vendor is advised to verify the document/ file quality with the Bank official and any discrepancy should be brought to the notice of the Bank representative.
- r. Under NO circumstances shall the documents be changed. Mutilated, destroyed or replaced by some other documents.
- s. Inward the documents in the log register module of the application as followed :
 - 1. Name of the document collected.
 - 2. Number of pages in the document (A4/Legal/A3/A2/A0/others)
 - 3. Collected from (Official Name)
 - 4. Collected by and Signature (Vendor Representative)
 - 5. Date of collection.
 - 6. Expected date of return.
 - 7. Returned to (Bank Official) – Name and Signature.
 - 8. Returned by (Vendor representative)
 - 9. Actual date of return.
- t. Vendor should ensure that number of pages in each document is accurately captured and is then cross-checked with the number of pages scanned. Vendor should maintain order of documents without disturbing the chronology of the documents and without mixing pages between different documents. In case of unavailability of required documents or pages missing or documents missing, it should be highlighted to the customer representative.
- u. Documents will be provided to the Vendor in a condition that the Vendor will be able to start scanning readily. In case of the document condition not being to such an extent, it is the responsibility of the vendor to inform the Bank's authorised official .
- v. Vendor will provide the name and ID if the authorised person, who will receive documents/loan files for scanning at each scanning centre. Bank will also authorise at each centre , an official who will hand over and receive back documents/loan files to and from the vendor authorised representative.

Step 3: Batch Preparation

Each paper page is prepared for scanning by:

- 1. De-filing
- 2. De-stapling, removing paper clips
- 3. Unbinding
- 4. Smoothing edges, orienting direction
- 5. Segregating and sorting documents .
- 6. Pasting of torn documents and physical preparation of Documents
- 7. Physical Loan files will be segregated into 18 buckets or sets or as decided by the Bank

Step 4: Scanning/QC of Images:

Use of ADF Scanners/Overhead scanners/ Flatbed Scanners:

- Depending upon the nature and quality of documents the vendor shall deploy ADF/ A3 scanners / Overhead scanners/ flatbed scanners, as the case may be. The choice of scanners depends completely on the condition of the document. The number of the scanners to be deployed to depend on local requirement.; this may increase depending on the daily target achieved. Daily target to be achieved is as per **Annexure -K(ii)**. Timelines of the project will be 18 months with an option to extend further as per Bank's requirement. In case the document is very torn and cannot be fed in the sheet feeder, then flatbed scanner should be used. In case the document cannot be scanned using any type of scanner, digital camera can be used as image capturing device.
- Vendor will attach the generated barcode as a Unique file ID for all the files before scanning. Bar code will be pasted on the file cover (including Front File Cover, Back File Cover and Internal Noting pages). Each paper page is scanned and all the pages in the file is stored as one of digital file **searchable formats** (PDF/A) (ISO 19005-1:2005) using appropriate scanners with high quality document and image results. Scanning to be done on 150-200 DPI resolution grey scale with digitized file. Size per folder/set/bucket under the main folder should not exceed 15 MB. In case the document is not visible then document scanning shall be done in grey scale. The images are stored under PDF/A format with maximum image quality with minimum storage capacity. In case the documents are not legible it needs to be scanned on high resolution i.e. 600 dpi or higher. Quality of the scanned images for skewing, de-skewing, de-speckling, cropping, removing black noise around the text cleansing of images etc. shall be carried out by operator other than the one scanning the document. Scanned image should be replica of the original document. Scanned images will be segregated and saved into 7 folders.
- Vendor should ensure latest licensed software for Quality Check is installed.
- The generated PDF/A should be optimized for viewing over the internet i.e. pages should be viewable as soon as they are downloaded without waiting for the complete file to be downloaded. i.e. A multipage file is downloaded page-by-page and should be viewable as soon as a page is downloaded rather than having wait for the entire file to download.
- Scanned image generated after adequate compression should be legible in both soft format and printed copy taken on paper in 1:1 scale. If the scanned document is not legible then it will be the vendor's responsibility to scan the documents at higher resolution.
- All pages in the file need to be scanned.
- Quality check after scanning is of utmost importance. Vendor should ensure quality of work. Vendor should check scanned records for DPI, image Quality, Format, Noise removal etc.
- Vendor should ensure that digitized document is the exact replica of the original paper document maintained as part of the records in the books.

Step 5: Post Scanning / Refiling and handing over the files

- h. After the scanning, re-bundle, restaple the Loan files and relevant documents/records (after stapling) in lots, store into color coded folders provided by the Bank and hand over to the authorized person of RACPC/RASMEC/ RACC/DAC/Branches/Other Offices for re-storage.
- i. Each page shall be serially arranged and shall be counted while giving the documents back.
- j. Vendor to maintain and return the documents in their original form to the Bank representative.
- k. Any damage to the documents collected shall make the vendor liable to penalty as specified.
- l. Vendor to Maintain outward log for files returned back to Bank. Vendor should maintain records of Issue/ Return of files/ Documents in the data entry application for keeping track of the flow of files/documents and get the same countersigned by the Bank representative while collecting and returning the files/documents. Digital files will be tagged and stored in the drive.
- m. Vendor is required to take back up of incremental data at the end of the day. The backup shall be taken on hard disk in a secured storage for data retrieval in case of emergency. Vendor to ensure data security and confidentiality while taking back up.
- n. The vendor shall not assign their right and interest in these presents or assume a fresh partner or partners or dissolve partnership at present subsisting between them in reference to this contract without the written permission from Bank.

7. Quality Check: Quality Check involves verification of the data captured and carrying out necessary rectification in case of errors in data. Quality check in the document should be as under:

- Vendor should ensure the following Quality check in the document:
 - The Image should not be too dark / too light.
 - The Image should not have been captured under improper lighting.
 - The Image should not have been cropped from any side.
 - The orientation of the image should be right.
 - The colour is consistent in all the images and not patchy.
 - The image should not be skewed.
 - The image should not be blurred.
 - There should not be any data loss due to folds.
 - There should not be any data loss due to tight binding and bulge at the centre.
 - There should not be extra darkness at the edges.
 - Each digitised file/folder size should not exceed 15 MB, if the size of any of the bucket /folder exceeds 15 MB, same should be compressed to 15 MB without compromising on image quality.
 - While returning the loan documents to the authorised person at RACPC/RASMEC/RACC/Branches/Other offices/DAC, the files/ associated documents/enclosures should be stored into color coded folders provided by the Bank.
 - Same document/duplicate document should not be scanned multiple times.

6. Indexing

Indexing to be carried out post completion of Quality check. Each file doc will be indexed with a unique identification no. such as Loan account no (for example 12345678900). No other character should be used in naming the main folder:

ii. Images will be segregated according to type of doc like Loan application and placed in 7 sub folders (maximum size of each sub folder : 15 MB) under account no wise folders

7. Data Transfer to Bank's ADS enabled storage facility: After quality check, vendor will arrange to transfer data to Bank's ADS enabled storage facility located at RACPC/RASMEC/RACC/DAC/Branches/Other offices on daily basis. The data transfer process may be online or through manual process as advised by GITC from time to time. Scanned images, should be compatible with EDMS software installed in EDMS server at GITC Navi Mumbai and end user (Branch) should be able to view and download digitized documents through remote login. Vendor to test check this compatibility first before going for full scale scanning and digitization.

Bidder to start work and test compatibility within 30 days of signing SLA. Failing which penalty as per Annexure K(i) will be imposed. Bank may also invoke PBG and cancel work order.

8 Responsibility Statement

- The Vendor should ensure that Scanners / Manpower are deployed to the maximum capacity in the space provided by customer to complete the project as per timelines.
- Vendor should follow the guidelines / instructions of the Bank officials for day to day digitization activity.
- Vendor should ensure scanners, desktop, manpower are made available in working condition on priority on request raised by the Bank.
- The scanning to take place inside Bank premises. Furniture, cabling, repair and maintenance of vendor equipment, staff welfare etc. to be arranged and ensured by vendor.
- Bank has the right to conduct audit on the service provider whether by its internal or external auditor, agents appointed to act on its behalf and to obtain copies of any audit or review report and findings made on the service provider in conjunction with the services performed for the Bank.
- Due diligence/ KYC/ physical verification of employees of the service provider will be done by the Service Provider and proper record of the same will be maintained. Service Provider will report the Bank about employees joined/ left the company on regular intervals. The vendor employees will be frisked and scanned and will not be allowed to take any pen or copying device or photo camera inside the work place and will be under CCTV surveillance.

REPORTS

The Service Provider is required to provide the scanning center wise reports as per Bank's requirement and periodicity, to the designated officer of the Bank.

1. Total no of physical files sorted and segregated into 18 buckets /as specified by bank
2. Total no of documents and images scanned
3. Total number of documents indexed for digital segregation
4. Total no of documents saved in Bank's local storage facility/NAS box at RACPC/RASMEC/RACC/DAC/other offices.
5. Total no documents rebundled (stapled) and stored into color coded folders.

IMPROVEMENTS IN PROCESSES

The vendor will be open to any up-gradation/improvement in the system/processes which will contribute to better Records Management with Bank's consent, under intimation to the Bank.

MISC ITEMS

- Vendor will work inside Bank premises and the Bank will provide working space, desks, chairs, power connection, CCTV .Cost of power consumption for scanning and digitization will be born by Bank
- Vendor will bring computers, servers, scanners , cabling of the scanners to computers and servers, UPS , equipment's for pinning , unpinning and any other item required for smooth functioning scanning and digitization.

Annexure -B

Penalty Clause

1. Work should be performed by the vendor in accordance with the time schedule and quality approved by the Bank as specified in the contract.

- ix. Selected vendor to start work and test compatibility within 30 days of signing SLA. Penalty as per para(ii) will be imposed if vendor fails to comply the time line. Bank may also invoke BG and cancel the work order. In such case decision taken by Bank will be the final and bound to all the parties.
- x. Selected vendor to start work and test compatibility within 30 days of signing SLA
- xi. In the event of failure to maintain performance matrix specified in the Vendor Performance Matrix (Annexure K (ii)), penalties at the rate of 100% of the project cost prepayment milestone period/ 10 Lacs per month **whichever is lower** would be levied per month/ payment milestone period subject to a maximum penalty of Rs.30 Lacs or 3 months payment to vendor whichever is higher. The penalties payable by the Vendor shall be in addition to the liquidated damages of as mentioned at para 42 of the RFP. It shall be the responsibility of Vendor to deploy sufficient manpower and resources to complete the task within the stipulated time schedule to avoid any penalty and/or liquidated damages under this clause.
- xii. In the event of loss of securities/documents/title deeds by the Vendor during the process of scanning and storing back into colour coded folders and/or activities associated with the process entrusted by the Bank, Vendor shall compensate the Bank to the whole extent of rebuilding cost including the penalties or cost, if any, awarded by any court/tribunal/legal forum payable by the Bank to its customers in addition to payment of penalty at 5% of project cost per instance per RACPC subject to a maximum of Rs.10 Lacs
- xiii. If the quality of the output is found to be unsatisfactory, the vendor to rescan it at no extra cost. However penalty will be imposed if vendor fails to stick to over all time line.
- xiv. If vendor imposed with 3 penalties during SLA period then , Bank may cancel the work order apart from invoking PBG and initial deposit. .In such case decision taken by Bank will be the final and bound to all the parties.
- xv. If any of the images in a document is found to be of bad quality, Bank may reject the entire PDF file which shall be rescanned by the vendor without extra cost.
- xvi. Vendor has to ensure that sufficient infrastructure and manpower is deployed to complete the project as per timelines.



xvii. In case of non-adherence to the timelines penalty would be imposed as applicable.

Annexure K (ii)

Vender Performance Matrix

The vendor is expected to deploy manpower and equipment so as to meet monthly targets as under. Failure to meet Monthly target (based on daily target multiplied by number of working days of the month per RACPC/RASMEC/RACC/Branches/ DAC/Other Offices) will attract penalty as per the penalty clause in Annexure K(i).

Name of the circle	Monthly target for sorting ,physical segregation of loan files/documents ,scanning/digitization/storing/storing of files in color coded folders
	<p>i) Daily target for scanning per RACPC/RASMEC/ RACC/Branches/ DAC/other Offices : 40000 images per day</p> <p>ii) daily target for storing of files (after completion of scanning) into color coded folders per RACPC/RASMEC/ RACC/Branches/DAC/other Offices : 200 loan accounts</p> <p>iii) Minimum 80 % of the monthly target to be sorted scanned, digitized, digitally sorted and physically stored(after completion of scanning) in color coded folders at each RACPC/ RASMEC/ RACC/ Branch/Other office failing which penalty as per the penalty clause in Annexure K(i) will be imposed.</p>



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Annexure -C

Commercial Rate details

Sr. No.	Description	Rate per Image (INR)
	<p>Recurring Cost per scanned Image:</p> <p>Recurring Cost per scanned Image:</p> <p>The bidder has to give a single rate taking into consideration all the Costs towards, operation of Scanning and digitization process (Physical segregation of loan files/documents/associated enclosures or documents-Scanning – Indexing –storing of the physical loan documents in color coded folders (provided by Bank)- storage of scanned documents in Bank’s storage facility at RACPC/RASMEC/RACC/ Branches/other offices) , as per the scope of work in the RFP document.</p> <p>Note:</p> <ol style="list-style-type: none"> 1. The above rate should include cost/service/infrastructure /support/ resources employed and deployed by the vendor at any location within the jurisdiction of Circle/Local Head Office. The user training fee for RACPC/RASMEC/DAC/ BRANCHES/other storage centers is included in the scanning and digitization rate. 2. The price quoted shall be quoted only in Indian Rupees and should be inclusive of all taxes. There will be no additional payment for taxes, duties, octroi etc. 	



(Rupees in words.....)

Signature

Seal of Company