



**REQUEST FOR PROPOSAL (RFP)  
FOR SERVICES OF CASH PICK UP, MERGER, VAULTING AND BURIAL  
BY CASH PICKUP AGENCIES**

**Ref: SBI/CMRFP/2022-23 /01: 30.03.2023**

**STATE BANK OF INDIA  
CASH MANAGEMENT PRODUCT OPERATIONS CENTRE  
Survey No.26,  
Opp. Hyderabad University (Main Gate)  
Gachibowli  
HYDERABAD - 500019**

**Schedule of Events**

Sl No	Particulars	Remarks
1	Contact details of issuing department (Name, Designation, Mobile No., Email and office address for sending any kind of correspondence regarding this RFP)	Name: Shri G A VARA KUMAR Designation: Deputy General Manager (Ops) Email ID: <a href="mailto:dgmops.cmp@sbi.co.in">dgmops.cmp@sbi.co.in</a> Copy to: <a href="mailto:agmcs.cmp@sbi.co.in">agmcs.cmp@sbi.co.in</a> Contact Address: State Bank of India, Cash Management Product Operations Centre, Survey No.26, Opp. Hyderabad University (Main Gate), Gachibowli, Hyderabad - 500019 Contact Number: 040-23466560
2	Bid Document Availability including changes/amendments, if any to be issued	Will be published in the online portal 'https://etender.sbi' and Bank's website.
3	Last date for requesting clarification	Upto 13:00 Hrs on April 06 <sup>th</sup> , 2023 All communications regarding points / queries requiring clarifications shall be given in writing or by e-mail.
4	Pre - bid Meeting at (venue)	April 13 <sup>th</sup> , 2023 through online meeting. Time 11.00 hrs to 13.00
5	Clarifications to queries raised at pre-bid meeting will be provided by the Bank.	On April 17 <sup>th</sup> , 2023
6	Last date and time for Bid submission	Upto 15:00 Hrs on April 21 <sup>st</sup> , 2023
7	Address for submission of Bids	Online in <a href="https://etender.sbi">https://etender.sbi</a> <b>Help Desk for Tender Submission:</b> Support Team: <a href="mailto:etender.support@eptl.in">etender.support@eptl.in</a> Mr. Fahad Khan; <a href="mailto:fahad@eptl.in">fahad@eptl.in</a> ; Mob: 9904406300 Mr. Shaikh Nasruddin; <a href="mailto:shaikh@eptl.in">shaikh@eptl.in</a> ; Mob: 9510812960
8	Date and Time of opening of Technical Bids	14.30 on April 24 <sup>th</sup> , 2023. Authorized representatives of Bidders may be present online during opening of the

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		Technical Bids. However, Technical Bids would be opened even in the absence of any or all of Bidders representatives.	
9	Opening of Price Bids	Price bid of technically qualified bidders only will be opened on April 26 <sup>th</sup> , 2023	
10	Tender Fee	Rs 25,000/- (Non-refundable) Amount should be deposited in A/c No: 33798144213 IFSC: _SBIN0005916 Account Name: Cash Management Product	
11	Earnest Money Deposit	Rs. 5,00,000/- Amount should be deposited in A/c No: _33798144213 IFSC: SBIN0005916 Account Name: Cash Management Product  EMD shall be valid upto 6 calendar months from bid submission date. <b>Bidder should deposit EMD and Tender Fee separately.</b>	
12	Bank Guarantee	Rs.300.00 lakhs	Performance Security in form of BG should be valid for three year(s) and three months from the effective date of the Contract.
13	Contact details of e-Procurement agency appointed for e-procurement	Online in <a href="https://etender.sbi">https://etender.sbi</a> <b>Help Desk for Tender Submission:</b> Support Team: <a href="mailto:etender.support@eptl.in">etender.support@eptl.in</a> Mr. Fahad Khan; <a href="mailto:fahad@eptl.in">fahad@eptl.in</a> ; Mob: 9904406300 Mr. Shaikh Nasruddin; <a href="mailto:shaikh@eptl.in">shaikh@eptl.in</a> ; Mob: 9510812960	

**Notice Inviting e-Tender**

**RFP FOR SERVICES OF CASH PICKUP, MERGER, VAULTING AND BURIAL BY CASH PICKUP AGENCIES**

State Bank of India, CMPOC- Hyderabad, having its Corporate Centre at, Nariman Point, Mumbai 400 021 invite bid online tenders for selection of vendors for Cash Pick up, Merger, Vaulting and Burial method of cash pick up services.

**The captioned RFP shall be undertaken through Online e-Tender Portal:**

<https://etender.sbi>

**Basic Details**

Issuing Department	Deputy General Manager (OPS), State Bank of India, CMPOC, “Aishwaryam”, Survey No 26, PO Lingampally, Hyderabad – 500019. eMail : dgmops.cmp@sbi.co.in CC: agmcs.cmp@sbi.co.in
Reference No	RFP REFERENCE NO. SBI/CMPRFP/2022-23 /01
Brief scope of work	RFP For Services of Cash Pickup, Merger, Vaulting And Burial By Cash Pickup Agencies
Details Scope of work	Detailed in para 4
Product / Service / Work Keyword*	RFP For Services of Cash Pickup, Merger, Vaulting And Burial By Cash Pickup Agencies
Bid validity period	6 calendar Months
Download Document	From the Bank’s website and the online portal
Digital Certificate Required	Yes
e-Tendering Agency	M/s.e-Procurement Technologies Ltd. <b>HELP DESK FOR e-TENDERING</b> Support Team: etender.support@eptl.in Mr. Fahad Khan; fahad@eptl.in; Mob: 9904406300 Mr. Shaikh Nasruddin; shaikh@eptl.in; Mob: 9510812960

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## 1. INVITATION TO BID:

- i. **State Bank of India** (herein after referred to as ‘**SBI/the Bank**’), having its Corporate Centre at Mumbai, various other offices (LHOs/ Head Offices /Zonal Offices/Global Link Services, Global IT Centre, foreign offices etc.) of State Bank of India, branches/other offices, Subsidiaries and Joint Ventures available at various locations and managed by the Bank (collectively referred to as **State Bank Group or ‘SBG’** hereinafter). This Request for Proposal (RFP) has been issued by **the Bank** on behalf of **SBG** for services of Cash Pickup, Merger, Vaulting and Burial from Cash Pickup Agencies.
- ii. In order to meet the service requirements, the Bank proposes to invite online Bids from Cash Pickup Agencies. This RFP will be open to the agencies who are engaged in Cash pickup services and have the necessary experience, capability and expertise, size and revenues. The bidders desirous of providing the services to SBI are invited to submit their technical and Price bid in response to this RFP as per details/scope of work mentioned in **Appendix E**.
- iii. Bidder shall mean any entity (i.e. juristic person) who meets the eligibility criteria given in **Appendix-B** of this RFP and willing to provide the Services as required in this RFP. The interested Bidders who agree to all the terms and conditions contained in this RFP may submit their Bids with the information desired in this RFP. Consortium bidding is not permitted under this RFP.
- iv. Address for submission of online Bids, contact details including email address for sending communications are given in Schedule of Events of this RFP.
- v. The purpose of SBI behind this RFP is to seek a detailed technical and commercial proposal for procurement of the **Services** desired in this RFP.
- vi. This RFP document shall not be transferred, reproduced or otherwise used for purpose other than for which it is specifically issued.
- vii. Interested Bidders are advised to go through the entire RFP before submission of online Bids to avoid any chance of elimination. The eligible Bidders desirous of taking up the project for providing of proposed **Services** for SBI are invited to submit their technical and commercial proposal in response to this RFP. The criteria and the actual process of evaluation of the responses to this RFP and subsequent selection of the successful Bidder will be entirely at Bank’s discretion. This RFP seeks proposal from Bidders who

have the necessary experience, capability & expertise to provide SBI the proposed Services adhering to Bank's requirements outlined in this RFP.

## **2. DISCLAIMER:**

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



### 3. DEFINITIONS:

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

- i. **“The Bank”** ‘means the State Bank of India (including domestic branches and foreign offices), Subsidiaries and Joint Ventures, where the Bank has ownership of more than 50% of voting securities or the power to direct the management and policies of such Subsidiaries and Joint Ventures.
- ii. **“Bidder”** means an eligible entity/firm submitting the Bid in response to this Limited RFP.
- iii. **“Proposal / Bid”** means the written reply or submission of response to this RFP.
- iv. **“Appointed Agency / Service Provider”** means a Selected Bidder under this RFP who will provide all services under the scope of work and deliverables as described in the RFP inclusive of services ancillary to the scope of work and other obligations covered under the RFP. It is the successful Bidder found eligible as per eligibility criteria set out in this RFP, whose Bid has been accepted and who has emerged as L1 Bidder as per the selection criteria set out in the RFP and to whom notification of award has been given by the Bank.
- v. **“Assignment / job”** means the work to be performed by the Service Provider pursuant to the Contract.
- vi. **“Client”** means the customer of SBI to whom the cash pick up/delivery service is provided.
- vii. **“Day”** means calendar day.
- viii. **“Dry run”**: It is an activity conducted by the Custodian of the Appointed Agency to locate the client’s office carrying his own ID card, to brief the cash pick up process followed by State Bank of India and its work flow and hands over his Authorisation Letter given by the Bank, list of photo identification of their authorised employees, adequate 4-ply Cash Deposit Slips and Hidden Code Identification Slips (HCIN Booklet) to the Client at Client’s location. On this day he fixes the mutually comfortable cash pick up time.
- ix. **“Parties”** means Party or Parties means the SBI or Bidder / Selected Bidder / Service Provider or both as the case may be.

- x. **“Personnel”** means professionals and support staff provided by the Service Provider or by any Sub-Service Provider and assigned to perform the Services or any part thereof. **“Foreign Personnel”** means such professionals and support staff who at the time of being so provided had their domicile outside India. **“Domestic Personnel”** means such professionals and support staff who at the time of being so provided had their domicile in India.
- xi. **“RFP”** means the RFP (this document) in its entirety, inclusive of any addenda/modification/ clarification/amendment that may be issued by the Bank.
- xii. **“The Contract”** means the agreement entered into between the Bank and Service Provider, as recorded in the Contract Form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein.
- xiii. **“Services”** means all services, scope of work and deliverables to be provided by a Bidder as described in the RFP and include provision of technical assistance, training, certifications, auditing and other obligation of Service Provider covered under this RFP.
- xiv. T is the date of cash collected by the Appointed Agency and T+0 is the same day and T+1 is the next working day.

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

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

#### **5. ELIGIBILITY CRITERIA:**

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

#### **6. COST OF BID DOCUMENT:**

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

#### **7. CLARIFICATION AND AMENDMENTS ON RFP/PRE-BID MEETING:**

- i. Bidder requiring any clarification on RFP may notify the Bank in writing strictly as per

the format given in **Appendix-L** at the address/by e-mail within the date/time mentioned in the Schedule of Events.

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

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

- i. The Bidder must thoroughly study/analyse and properly understand the contents of this RFP, its meaning and impact of the information contained therein.

- ii. Failure to furnish all information required in this RFP or submission of Bid not responsive to this RFP in any respect will be at the Bidder's risk and responsibility and the same may finally result in rejection of its Bid. The Bank has made considerable effort to ensure that accurate information is contained in this RFP and is supplied solely as guidelines for Bidders.
- iii. The Bid prepared by the Bidder, as well as all correspondences and documents relating to the Bid exchanged by the Bidder and the Bank and supporting documents and printed literature shall be submitted in English.
- iv. The information provided by the Bidders in response to this RFP will become the property of the Bank and will not be returned. Incomplete information in Bid document may lead to non-consideration of the proposal.

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

- i. The Bidder shall furnish EMD for the amount and validity period mentioned in Schedule of Events of this RFP.
- ii. EMD is required to protect the Bank against the risk of Bidder's conduct.
- iii. The EMD should be directly credited to the designated account as mentioned in Schedule of Events. Proof of remittance of EMD in the designated account should be enclosed with the technical bid.
- iv. Any Bid not accompanied by EMD for the specified amount and not submitted to the Bank as mentioned in this RFP will be rejected as non-responsive.
- v. The EMD of the unsuccessful Bidder(s) would be refunded/returned by the Bank within 2 weeks of the Bidder being notified as being unsuccessful.
- vi. The EMD of successful Bidder will be discharged upon the Bidder signing the Contract and furnishing the Bank Guarantee for the amount and validity as mentioned in this RFP, which should be strictly on the lines of format placed at **Appendix-H**.
- vii. No interest is payable on EMD.
- viii. **The EMD may be forfeited:-**
  - (a) if a Bidder withdraws his Bid during the period of Bid validity specified in this RFP;  
or

- (b) if a Bidder makes any statement or encloses any form which turns out to be false / incorrect at any time prior to signing of Contract; or
  - (c) if the successful Bidder fails to accept Purchase Order and/or sign the Contract with the Bank or furnish Bank Guarantee, within the specified time period in the RFP.
- ix. If EMD is forfeited for any reasons mentioned above, the concerned Bidder may be debarred from participating in the RFPs floated by the Bank/this department, in future, as per sole discretion of the Bank.

#### **10. BID PREPARATION AND SUBMISSION:**

- i. The Bid is to be submitted on portal of e-Procurement agency for **providing of** Cash Pickup, merger, vaulting and burial services in response to the **RFP No. SBI/CMPRFP/2022-23/01 dated 30.03.2023**. Documents mentioned below are to be uploaded on portal of e-Procurement agency with digital signature of authorised signatory:
  - (a) Index of all the documents, letters, bid forms etc. submitted in response to RFP along with page numbers.
  - (b) Bid covering letter/Bid form on the lines of **Appendix-A** on Bidder's letter head.
  - (c) Proof of remittance of EMD and Tender Fee as specified in this document.
  - (d) Specific response with supporting documents in respect of Eligibility Criteria as mentioned in **Appendix-B**.
  - (e) Bidder's details as per **Appendix-D** on Bidder's letter head.
  - (f) Audited financial statement and profit and loss account statement as mentioned in Part-II.
  - (g) A copy of board resolution along with copy of power of attorney (POA wherever applicable) showing that the signatory has been duly authorized to sign the Bid document.
  - (h) If applicable, copy of registration certificate issued by competent authority as mentioned in SI No 2 of Eligibility Criteria under Appendix-B.
- ii. **Price Bid for** providing of services of Cash Pickup, merger, vaulting and burial by Cash Pickup Agencies in response to the **RFP No. SBI/CMPRFP/2022-23/01 dated 30.03.2023** should contain only Price Bid strictly on the lines of **Appendix-F**. The Price must include all the price components mentioned. Prices are to be quoted in Indian Rupees only.

#### **iii. Bidders may please note:**

- (a) The Bidder should quote for the entire package on a single responsibility basis for Services it proposes to provide.
- (b) While submitting the Technical Bid, literature on the Services should be segregated and kept together in one section.
- (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. Board resolution authorizing representative to Bid and make commitments on behalf of the Bidder is to be attached.
- (e) It is mandatory for all the Bidders to have class-III Digital Signature Certificate (DSC) (in the name of person who will sign the Bid) from any of the licensed certifying agency to participate in this RFP. DSC should be in the name of the authorized signatory. It should be in corporate capacity (that is in Bidder capacity).
- (f) Bids are liable to be rejected if only one Bid (i.e. Technical Bid or Price Bid) is received.
- (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 and shall be digitally signed by the Bidder or a person or persons duly authorized to bind the Bidder to the Contract.
- (k) All the enclosures (Bid submission) shall be serially numbered.
- (l) Bidder(s) should prepare and submit their online Bids well in advance before the prescribed date and time to avoid any delay or problem during the bid submission process. The Bank shall not be held responsible for any sort of delay or the difficulties faced by the Bidder(s) during the submission of online Bids.
- (m) Bidder(s) should ensure that the Bid documents submitted should be free from virus and if the documents could not be opened, due to virus or otherwise, during Bid opening, the Bid is liable to be rejected.
- (n) The Bank reserves the right to reject Bids not conforming to above.  
Bidder must provide individual and factual replies to specific questions asked in the RFP. Documents submitted should be complete in all respects as detailed in this RFP
  - a. A brief description of the Bidder's organization and in the case of a consortium/ joint venture, of each partner. Details of experience of assignments which are similar to the proposed assignment / job as per the terms of reference. The required data to be submitted in format as in **Exhibit – I**. Information should be

provided only for those Assignment/jobs for which the Bidder was legally contracted as a corporation. Bidders should be prepared to substantiate the claimed experience along with the proposal and must submit letter of award / copy of contract for all the assignments mentioned in the proposal.

- b. Comments and suggestions on the RFP including workable suggestions that could improve the quality/ effectiveness of the assignment/job may be made before the submission of the bids. SBI reserves the right to accept / reject the suggestions made by the Bidders.
- c. No sub-contracting of whole or any part of the contract shall be permitted without prior written permission of the Bank

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

- i. Bids must be submitted online on portal of e-Procurement agency by the date and time mentioned in the “Schedule of Events”.
- ii. In the event of the specified date for submission of Bids being declared a holiday for the Bank, the Bids will be received upto the appointed time on the next working day.
- iii. 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.
- iv. Any bid received by the Bank after target date and time prescribed at Bid details will be rejected.

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

- i. The Bidder may modify or withdraw its Bid after the Bid’s submission, provided modification, including substitution or withdrawal of the Bids, is received on e-procurement portal, prior to the deadline prescribed for submission of Bids.
- ii. No modification in the Bid shall be allowed, after the deadline for submission of Bids.
- iii. No Bid shall be withdrawn in the interval between the deadline for submission of Bids and the expiration of the period of Bid validity specified in this RFP. Withdrawal of a Bid during this interval may result in the forfeiture of EMD submitted by the Bidder.



### **13. PERIOD OF BID VALIDITY AND VALIDITY OF PRICE QUOTED:**

- i. Bid shall remain valid for duration of 6 calendar months from Bid submission date.
- ii. In exceptional circumstances, the Bank may solicit the Bidders' consent to an extension of the period of validity. The request and the responses thereto shall be made in writing. A Bidder is free to refuse the request. However, in such case, the Bank will not forfeit its EMD. However, any extension of validity of Bids or price will not entitle the Bidder to revise/modify the Bid document.
- iii. Once Purchase Order is issued by the Bank, the said price will remain fixed for the entire Contract period 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.
- iv. Bid shall remain valid for 6 calendar months from the last date for submission of Bid. A bid valid for shorter period is liable to be rejected. The bidder may require giving consent for the extension of the period of validity of the bid beyond initial 6 calendar months, if so desired by the Bank in writing or by email. Refusal to grant such consent would result in rejection of bid. However, any extension of validity of bids will not entitle the bidder to revise/ modify the bid document or price.

### **14. BID INTEGRITY:**

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

### **15. BIDDING PROCESS/OPENING OF TECHNICAL BIDS:**

- i. All the technical Bids received up to the specified time and date will be opened for initial evaluation on the time and date mentioned in the schedule of events. The technical Bids will be opened in the presence of representatives of the Bidders who choose to attend the same on portal of e-Procurement agency. However, Bids may be opened even in the absence of representatives of one or more of the Bidders.



- ii. In the first stage, only technical Bid will be opened and evaluated. Bids of such Bidders satisfying eligibility criteria and agree to comply with all the terms and conditions specified in the RFP will be evaluated for technical criteria/specifications/eligibility. Only those Bids complied with technical criteria shall become eligible for price Bid opening and further RFP evaluation process.
- iii. The Bank will examine the Bids to determine whether they are complete, required formats have been furnished, the documents have been properly signed, EMD and Tender Fee for the desired amount and validity period is available and the Bids are generally in order. The Bank may, at its discretion waive any minor non-conformity or irregularity in a Bid which does not constitute a material deviation.  
  
Prior to the detailed evaluation, the Bank will determine the responsiveness of each Bid to the RFP. For purposes of these Clauses, a responsive Bid is one, which conforms to all the terms and conditions of the RFP in toto, without any deviation.
- iv. The Bank's determination of a Bid's responsiveness will be based on the contents of the Bid itself, without recourse to extrinsic evidence.
- v. 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.
- vi. The bid should be submitted online for appointment of Cash Pick-up Agencies for Cash Pickup, Merger, Vaulting and/or Burial Services. All details with the relevant information / documents / acceptance of all terms and conditions strictly as described in this RFP will have to be submitted. The Bank reserves the right to appoint more than one agency in case of the CMP Branches are located at centres not covered instantly by the bidding agency in accordance with award criteria of the RFP.
- vii. The rates and/ or prices in any form or for any reasons should not be disclosed in other parts of the bid except in the Price bid, failure to do so will make the bid liable to be rejected.

#### **16. TECHNICAL EVALUATION:**

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

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

- i. The Price Bid(s) of only those Bidders, who are short-listed after technical evaluation, would be opened.
- ii. Bidders shall be willing to participate in the bidding process and must have a valid digital signature certificate. Such Bidders will be trained by Bank's authorized e-Procurement agency for this purpose.
- iii. The Bidder will be selected as L1 on the basis of net total of the price evaluation as per **Appendix-F**. SBI shall have the discretion to assign the work partially to other bidders who agree to match the price of L1 bidder for execution of part assignment at same/ different centres in accordance with award criteria of the RFP.
- iv. The Commercial proposal shall not include any conditions attached to it and any such condition attached to the Commercial proposal shall be liable for rejection.
- v. Errors, if any, in the price breakup format will be rectified as under:
  - (a) If there is a discrepancy between the unit price and total price which is obtained by multiplying the unit price with quantity, the unit price shall prevail and the total price shall be corrected unless it is a lower figure. If the Bidder does not accept the correction of errors, the Bid will be rejected.
  - (b) If there is a discrepancy in the unit price quoted in figures and words, the unit price in figures or in words, as the case may be, which corresponds to the total Bid price for the Bid shall be taken as correct.
  - (c) If the Bidder has not worked out the total Bid price or the total Bid price does not correspond to the unit price quoted either in words or figures, the unit price quoted in words shall be taken as correct.
  - (d) The Bidder should quote for all the items/services desired in this RFP. In case, prices are not quoted by any Bidder for any specific product and / or service, for the purpose of evaluation, the highest of the prices quoted by other Bidders participating in the bidding process will be reckoned as the notional price for that service, for that Bidder. However, if selected, at the time of award of Contract, the lowest of the price(s) quoted by other Bidders (whose Price Bids are also opened) for that service will be reckoned. This shall be binding on all the Bidders. However, the Bank reserves the right to reject all such incomplete Bids.

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

- i. No Bidder shall contact the Bank on any matter relating to its Bid, from the time of opening of Price Bid to the time, the Contract is awarded.

- ii. Any effort by a Bidder to influence the Bank in its decisions on Bid evaluation, Bid comparison or contract award may result in the rejection of the Bid.

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

- i. **Applicability of Preference to Make in India, Order 2017 (PPP-MII Order): Not Applicable**

Guidelines on Public Procurement (Preference to Make in India), Order 2017 (PPP-MII Order and revision thereto will be applicable for this RFP and allotment will be done in terms of said Order as under:

*<Applicable where services can be divided>*

(a) Among all qualified bids, the lowest bid will be termed as L1. If L1 is 'Class-I local supplier', the contract for full quantity will be awarded to L1.

(b) If L1 bid is not a 'Class-I local supplier', 50% of the order quantity shall be awarded to L1. Thereafter, the lowest bidder among the 'Class-I local supplier', will be invited to match the L1 price for the remaining 50% quantity subject to the Class-I local supplier's quoted price falling within the margin of purchase preference, and contract for that quantity shall be awarded to such 'Class-I local supplier' subject to matching the L1 price. In case such lowest eligible 'Class-I local supplier' fails to match the L1 price or accepts less than the offered quantity, the next higher 'Class-I local supplier' within the margin of purchase preference shall be invited to match the L1 price for remaining quantity and so on, and contract shall be awarded accordingly. In case some quantity is still left uncovered on Class-I local suppliers, then such balance quantity may also be ordered on the L1 bidder.

**Or**

*<Applicable where services cannot be divided>*

(a) Among all qualified bids, the lowest bid will be termed as L1. If L1 is 'Class-I local supplier', the contract will be awarded to L1.

(b) If L1 is not from a 'Class-I local supplier', the lowest bidder among the 'Class-I local supplier' will be invited to match the L1 price subject to Class-I local supplier's quoted price falling within the margin of purchase preference, and the contract shall be awarded to such 'Class-I local supplier' subject to matching the L1 price.

(c) In case such lowest eligible ‘Class-I local supplier’ fails to match the L1 price, the ‘Class-I local supplier’ with the next higher bid within the margin of purchase preference shall be invited to match the L1 price and so on and contract shall be awarded accordingly. In case none of the ‘Class-I local supplier’ within the margin of purchase preference matches the L1 price, then the contract will be awarded to the L1 bidder.

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

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

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

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

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

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

“**Margin of purchase preference**” means the maximum extent to which the price quoted by a ‘Class-I local supplier’ may be above the L1 for the purpose of purchase preference. The margin of purchase preference shall be 20%.

**Verification of local content < *Not Applicable*>**

The ‘Class-I local supplier’/ ‘Class-II local supplier’ at the time of submission of bid shall be required to provide self-certification as per **Appendix-G** that the product or service offered meets the minimum local content requirement for ‘Class-I local supplier’/ ‘Class-II local

supplier' as the case may be and shall give details of location(s) at which the local value addition is made.

ii. Or

The 'Class-I local supplier'/ 'Class-II local supplier' at the time of submission of bid shall be required to provide a certificate as per **Appendix-G** from the statutory auditor or cost auditor of the company (in the case of companies) or from a practicing cost accountant or practicing chartered accountant (in respect of suppliers other than companies) giving the percentage of local content requirement for 'Class-I local supplier'/ 'Class-II local supplier' as the case may be.

iii. Bank will notify successful Bidder in writing by way of issuance of purchase order through letter /email that its Bid has been accepted. The selected Bidder has to return the duplicate copy of the same to the Bank within **7 working days**, duly Accepted, Stamped and Signed by Authorized Signatory in token of acceptance.

iv. The successful Bidder will have to submit Non-disclosure Agreement, Bank Guarantee for the amount and validity as desired in this RFP and strictly on the lines of format given in appendix of this RFP together with acceptance of all terms and conditions of RFP.

v. Copy of board resolution and power of attorney (POA wherever applicable) showing that the signatory has been duly authorized to sign the acceptance letter, contract and NDA should be submitted.

vi. The successful Bidder shall be required to enter into a Contract with the Bank and submit the Bank Guarantee, within 30 days from issuance of Purchase Order or within such extended period as may be decided by the Bank.

vii. Till execution of a formal contract, the RFP, along with the Bank's notification of award by way of issuance of purchase order and Service Provider's acceptance thereof, would be binding contractual obligation between the Bank and the successful Bidder.

viii. The Bank reserves the right to stipulate, at the time of finalization of the Contract, any other document(s) to be enclosed as a part of the final Contract.

ix. Failure of the successful Bidder to comply with the requirements/terms and conditions of this RFP shall constitute sufficient grounds for the annulment of the award and forfeiture of the EMD and/or BG.

x. Upon notification of award to the successful Bidder, the Bank will promptly notify the award of contract to the successful Bidder on the Bank's website. The EMD of each



unsuccessful Bidder will be discharged and returned.

## **20. POWERS TO VARY OR OMIT WORK:**

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

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

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



on one occasion will not be construed as a bar to a waiver of any successive or other right, power or remedy on any other occasion.

**22. CONTRACT AMENDMENT:**

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

**23. BANK'S RIGHT TO ACCEPT ANY BID AND TO REJECT ANY OR ALL BIDS:**

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

**24. BANK GUARANTEE:**

- i. Performance security in form of Bank Guarantee [BG] for the amount with validity period as specified in this RFP strictly on the format at **Appendix-H** is to be submitted by the finally selected Bidder (s). The BG has to be issued by a Scheduled Commercial Bank other than SBI and needs to be submitted within the specified time of receipt of formal communication from the Bank about their Bid finally selected. In case, SBI is the sole Banker for the Bidder, a Letter of Comfort from SBI may be accepted.
- ii. The Bank Guarantee is required to protect interest of the Bank against the risk of non-performance of Service Provider in respect of successful implementation of the project and/or failing to perform / fulfil its commitments / obligations in respect of providing Services as mentioned in this RFP; or breach of any terms and conditions of the RFP, which may warrant invoking of Bank Guarantee.

**25. SERVICES:**

- i. Service Provider should ensure that the quality of methodologies for delivering the services, adhere to quality standards/timelines stipulated therefor.
- ii. Prompt support shall be made available as desired in this RFP during the agreement period at the locations as and when required by the Bank.



- iii. Service Provider support staff should be well trained to effectively handle queries raised by the customers/employees of the Bank.
- iv. Updated escalation matrix shall be made available to the Bank once in each quarter and each time the matrix gets changed.

**26. PENALTIES:**

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

**27. RIGHT TO VERIFICATION:**

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

**28. RIGHT TO AUDIT:**

- i. The Selected Bidder (Service Provider) shall be subject to annual audit by internal/ external Auditors appointed by the Bank/ inspecting official from the Reserve Bank of India or any regulatory authority/ Bank's Bidder / Testing agency entrusted by the Bank, covering the risk parameters finalized by the Bank/ such auditors in the areas of products (IT hardware/ Software)-and services etc. provided to the Bank and Service Provider is required to submit such certification by such Auditors to the Bank. Service Provider and or his / their outsourced agents / sub – contractors (if allowed by the Bank) shall facilitate the same The Bank can make its expert assessment on the efficiency and effectiveness of the security, control, risk management, governance system and process created by Service Provider. Service Provider shall, whenever required by the Auditors, furnish all relevant information, records/data to them. All costs for such audit shall be borne by the Bank. Except for the audit done by Reserve Bank of India or any statutory/regulatory authority, the Bank shall provide reasonable notice not less than 7 (seven) days to Service Provider before such audit and same shall be conducted during normal business hours.
- ii. Where any deficiency has been observed during audit of Service Provider on the risk parameters finalized by the Bank or in the certification submitted by the Auditors, Service Provider shall correct/resolve the same at the earliest and shall provide all necessary documents related to resolution thereof and the auditor shall further certify in respect of resolution of the deficiencies. The resolution provided by Service Provider shall require to be certified by the Auditors covering the respective risk parameters against which such deficiencies have been observed.



- iii. Service Provider further agrees that whenever required by the Bank, it will furnish all relevant information, records/data to such auditors and/or inspecting officials of the Bank/Reserve Bank of India and/or any regulatory authority(ies). The Bank reserves the right to call for and/or retain any relevant information /audit reports on financial and security review with their findings undertaken by Service Provider. However, Service Provider shall not be obligated to provide records/data not related to Services under the Agreement (e.g. internal cost breakup etc.).
- iv. The Bank may, at its discretion carry out a pre inspection by a team of Bank officials or demand a demonstration of the services proposed on a representative model in Bidder's office as per specification provided by the Bank.
- v. The Bank's at its discretion may carry out periodic inspection/quality checks on continual basis of Cash vaults at various centers and wherever necessary may advise changes to meet the specifications stipulated by the RBI/Bank for Cash vaults.
- vi. Nothing stated hereinabove shall in any way release the Bidder from any obligations under this contract.
- vii. Bank has right to audit the office/ vaults of service provider, relating to the deliverables of Service Provider to Bank under this agreement.
- viii. 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.
- ix. 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.
- x. The Bank should have right to conduct surprise check of the Service Provider's activities in respect of the Services.
- xi. 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 Reserve Bank of India and Indian Banks' Association.
- xii. 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.
- xiii. 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.
- xiv. Service Provider should have code of conduct for all their employees.

- xv. 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.
- xvi. The Service Provider should have/ obtain before commencement of the work, the requisite licences approvals, certificates from all statutory authorities including Municipal Labour/Commercial Tax/Gun Licenses/Vehicle Registration etc. valid for minimum of the entire duration of the agreement i.e. 1(one) year subject to renewal up to 3 years.
- xvii. The appointed Service Provider shall be required to enter into a proper Non-Disclosure Agreement for this purpose with SBI as required in the format prescribed by SBI. The appointed Service Provider shall be responsible for any violation of the Non-Disclosure Agreement and shall be liable to SBI for the unauthorized disclosure/ use of the information/ data in the possession of the Service Provider.
- xviii. For the purpose of this Agreement, Confidential information shall mean 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.
- xix. 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.
- xx. "The Service Provider shall keep proper record of the receipt of Cash along with related stationery indicating, interalia, client from whom received. Document number, if any, branch code of branch to which the collected Cash is eventually deposited etc.
- xxi. The data to be stored in such a manner as to facilitate enquiry and report generation simple and quick.
- xxii. 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.
- xxiii. SERVICE PROVIDER has to maintain a Complaints and resolution register.
- xxiv. Complaints received by SBI Clients directly by the SERVICE PROVIDER to be shared with SBI immediately and resolution thereon.
- xxv. No sub-contracting of any part of the Services by the SERVICE PROVIDER shall be allowed other than those specifically mentioned in this Agreement or agreed by the Bank in writing.
- xxvi. The HCIN slips should be under lock and key of the Station manager to prevent unauthorized access.
- xxvii. Care has to be taken that the slips should not be tampered and for identification it should be opened in the presence of both parties.
- xxviii. Strictly use only one HCIN Set at a time for one Customer/ Location.

- xxix. If any part of the HCIN slip gets cancelled for any reason, then balance part B of the slips at the particular HCIN should also be duly cancelled to avoid any misuse.
- xxx. The sealed bags and seals arranged by the Service Provider should be tamper proof and bear unique random number.
- xxxi. The custodian shall not hand over the acknowledgement in the event the client refuses to handover the amount and/ or replace the cut/ soiled/ mutilated/ defect/ tampered currency notes after the same have been pointed out by the Custodian to the client.
- xxxii. PAN Number of the client is to be mentioned on the deposit slip for Rs.50000/- and above. The custodian shall not accept any monies from the client in the event the customer does not mention the PAN Number on the deposit slip.
- xxxiii. The deposit slips shall not be filled by the Service Provider (he may assist in guiding the client to fill the deposit slip).
- xxxiv. SERVICE PROVIDER should appraise the Bank all frauds occurred along with Remedial action taken.
- xxxv. The Service Provider has to arrange for transit and fidelity and all required insurances at adequate level covering all cash pick-ups done on (or) after/ from the date of SPA. Transit Insurance to cover maximum cash pick up limit envisaged in the SPA and copies of insurance policies should be furnished to the Bank within 15 days from the date of execution of SPA.
- xxxvi. The Pickup Service Provider has to provide the following at the time of Execution of Initial Service Provider Agreement (SPA) and at each annual Renewal time.
- xxxvii. Security Guards Fitness Certificate --at the time of initial SPA and at each annual renewal.
- xxxviii. Service Provider has to provide the entire escalation matrix for central office of the Service Provider and also the regional heads along with the name of the contact person, contact number and e-mail id and the same has to be updated as and when there is a change.
- xxxix. The Station manager should never be a custodian and should not be sent for cash pick up.

## **29. SUBCONTRACTING:**

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

## **30. VALIDITY OF AGREEMENT:**

The Agreement/ SLA will be valid for the period of three year(s). The Bank reserves the right to terminate the Agreement as per the terms of RFP/ Agreement.

## **31. LIMITATION OF LIABILITY:**

- i. . The maximum aggregate liability of Service Provider, subject to clause 31 (iii), in respect of any claims, losses, costs or damages arising out of or in connection with this RFP/Agreement shall not exceed the total amount payable to the Service Provider in the *twelve* months period immediately preceding the event giving rise to such claims as on the date on which the claim so arises or amount of bank guarantee whichever is greater
- ii. Under no circumstances shall either Party be liable for any indirect, consequential or incidental losses, damages or claims including loss of profit, loss of business or revenue.
- iii. The limitations set forth herein shall not apply with respect to:
  - (a) damage(s) occasioned by the Gross Negligence or Willful Misconduct of Service Provider,
  - (b) damage(s) occasioned by Service Provider for breach of Confidentiality Obligations,
  - (c) Regulatory or statutory fines imposed by a Government or Regulatory agency for non-compliance of statutory or regulatory guidelines applicable to the Bank, provided such guidelines were brought to the notice of Service Provider.

For the purpose of clause 31(iii)(a) “**Gross Negligence**” means any act or failure to act by a party which was in reckless disregard of or gross indifference to the obligation of the party under this Agreement and which causes injury, damage to life, personal safety, real property, harmful consequences to the other party, which such party knew, or would have known if it was acting as a reasonable person, would result from such act or failure to act for which such Party is legally liable. Notwithstanding the forgoing, Gross Negligence shall not include any action taken in good faith.

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

### **32. CONFIDENTIALITY:**

Confidentiality obligation shall be as per Non-disclosure agreement and clause 13 of Service Level Agreement placed as **Appendix J** to this RFP.

### **33. DELAY IN SERVICE PROVIDER’S PERFORMANCE:**

- i. Services shall be made by Service Provider within the timelines prescribed in part II of

this document.

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

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

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

- vii. The Bidder alone shall be responsible for all or any of the service conditions of its personnel / employees.
- viii. The personnel / employees of the Bidder shall not be entitled to claim any employment or absorption in the Bank's service.

**35. TECHNICAL DOCUMENTATION: (DELETE, WHICHEVER IS NOT APPLICABLE) : Not Applicable**

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

- i. For any technology / software / product used/supplied by Service Provider for performing Services for the Bank as part of this RFP, Service Provider shall have right to use as well as right to license such technology/ software / product. The Bank shall not be liable for any license or IPR violation on the part of Service Provider.
- ii. Without the Bank's prior written approval, Service provider will not, in performing the Services, use or incorporate link to or call or depend in any way upon, any software or other intellectual property that is subject to an Open Source or Copy left license or any other agreement that may give rise to any third-party claims or to limit the Bank's rights under this RFP.
- iii. Subject to clause 36 (iv) and 36 (v) of this RFP, Service Provider shall, at its own expenses without any limitation, indemnify and keep fully and effectively indemnified the Bank against all costs, claims, damages, demands, expenses and liabilities whatsoever nature arising out of or in connection with all claims of infringement of Intellectual Property Right, including patent, trademark, copyright, trade secret or industrial design rights of any third party arising from the Services or use of the technology / software / products or any part thereof in India or abroad.
- iv. The Bank will give (a) notice to Service Provider of any such claim without delay/provide reasonable assistance to Service Provider in disposing of the claim; (b) sole authority to defend and settle such claim and; (c) will at no time admit to any liability for or express any intent to settle the claim provided that (i) Service Provider shall not partially settle any such claim without the written consent of the Bank, unless such settlement releases the Bank fully from such claim, (ii) Service Provider shall promptly provide the Bank with copies of all pleadings or similar documents relating to any such claim, (iii) Service Provider shall consult with the Bank with respect to the defence and settlement of any such claim, and (iv) in any litigation to which the Bank is also a party, the Bank shall be entitled to be separately represented at its own expenses by counsel of its own selection.

- v. Service Provider shall have no obligations with respect to any infringement claims to the extent that the infringement claim arises or results from: (i) Service Provider's compliance with the Bank's specific technical designs or instructions (except where Service Provider knew or should have known that such compliance was likely to result in an infringement claim and Service Provider did not inform the Bank of the same); or (ii) any unauthorized modification or alteration of the deliverable (if any) by the Bank.
- vi. Service provider agrees that the Bank owns the entire right, title and interest to any inventions, designs, discoveries, writings and works of authorship, including all intellectual property rights, copyrights. Any work made under this RFP shall be deemed to be 'work made for hire' under any Indian/U.S. or any other applicable copyright laws.
- vii. The Intellectual Property Rights on the software code, copyright and source code for various applications/ interfaces developed under this RFP, and any other component/ framework/ middleware used/ developed as pre-built software assets to deliver the solution, shall belong to the Bank and the Bank shall have complete and unrestricted rights on such property. However, Service Provider shall hold All Intellectual Property rights in any pre-built software *per se*, except for those which have been assigned under this RFP.

### **37. LIQUIDATED DAMAGES:**

If Service Provider fails to deliver and perform any or all the Services within the stipulated time, schedule as specified in this RFP/Agreement, the Bank may, without prejudice to its other remedies under the RFP/Agreement, and unless otherwise extension of time is agreed upon without the application of liquidated damages, a sum equivalent to 2% of the total monthly Bill amount for delay of each day or part thereof maximum up to 12% of monthly Bill amount . Once the maximum deduction is reached, the Bank may consider termination of the Agreement.

### **38. CONFLICT OF INTEREST:**

- i. Bidder shall not have a conflict of interest (the "Conflict of Interest") that affects the bidding Process. Any Bidder found to have a Conflict of Interest shall be disqualified. In the event of disqualification, the Bank shall be entitled to forfeit and appropriate the Bid Security and/or Performance Security (Bank Guarantee), as the case may be, as mutually agreed upon genuine estimated loss and damage likely to be suffered and



incurred by the Bank and not by way of penalty for, inter alia, the time, cost and effort of the Bank, including consideration of such Bidder's proposal (the "Damages"), without prejudice to any other right or remedy that may be available to the Bank under the bidding Documents and/ or the Agreement or otherwise.

ii. Without limiting the generality of the above, a Bidder shall be deemed to have a Conflict of Interest affecting the bidding Process, if:

- (a) the Bidder, its Member or Associate (or any constituent thereof) and any other Bidder, its Member or any Associate thereof (or any constituent thereof) have common controlling shareholders or other ownership interest; provided that this disqualification shall not apply in cases where the direct or indirect shareholding of a Bidder, its Member or an Associate thereof (or any shareholder thereof having a shareholding of more than 5% (five per cent) of the paid up and subscribed share capital of such Bidder, Member or Associate, as the case may be) in the other Bidder, its Member or Associate, has less than 5% (five per cent) of the subscribed and paid up equity share capital thereof; provided further that this disqualification shall not apply to any ownership by a bank, insurance company, pension fund or a public financial institution referred to in section 2(72) of the Companies Act, 2013. For the purposes of this Clause, indirect shareholding held through one or more intermediate persons shall be computed as follows: (aa) where any intermediary is controlled by a person through management control or otherwise, the entire shareholding held by such controlled intermediary in any other person (the "Subject Person") shall be taken into account for computing the shareholding of such controlling person in the Subject Person; and (bb) subject always to sub-clause (aa) above, where a person does not exercise control over an intermediary, which has shareholding in the Subject Person, the computation of indirect shareholding of such person in the Subject Person shall be undertaken on a proportionate basis; provided, however, that no such shareholding shall be reckoned under this sub-clause (bb) if the shareholding of such person in the intermediary is less than 26% of the subscribed and paid up equity shareholding of such intermediary; or
- (b) a constituent of such Bidder is also a constituent of another Bidder; or
- (c) such Bidder, its Member or any Associate thereof receives or has received any direct or indirect subsidy, grant, concessional loan or subordinated debt from any other Bidder, its Member or Associate, or has provided any such subsidy, grant, concessional loan or subordinated debt to any other Bidder, its Member or any Associate thereof; or
- (d) such Bidder has the same legal representative for purposes of this Bid as any other Bidder; or



- (e) such Bidder, or any Associate thereof, has a relationship with another Bidder, or any Associate thereof, directly or through common third party/ parties, that puts either or both of them in a position to have access to each other's information about, or to influence the Bid of either or each other; or
  - (f) such Bidder or any of its affiliates thereof has participated as a consultant to the Bank in the preparation of any documents, design or technical specifications of the RFP.
- iii. For the purposes of this RFP, Associate means, in relation to the Bidder, a person who controls, is controlled by, or is under the common control with such Bidder (the "Associate"). As used in this definition, the expression "control" means, with respect to a person which is a company or corporation, the ownership, directly or indirectly, of more than 50% (fifty per cent) of the voting shares of such person, and with respect to a person which is not a company or corporation, the power to direct the management and policies of such person by operation of law or by contract.
- iv. SBI requires that bidder provide professional, objective, and impartial advice and at all times hold SBI's interests paramount, strictly avoid conflicts with other Assignment(s)/ Job(s) or their own corporate interests and act without any expectations/ consideration for award of any future assignment(s) from SBI.
- v. Without limitation on the generality of the foregoing, bidder, and any of their affiliates, shall be considered to have a conflict of interest and shall not be engaged, under any of the circumstances set forth below:
- Conflicting Assignment/ Job: A bidder or any of its affiliates shall not be hired for any Assignment/ Job that, by its nature, may be in conflict with another Assignment/ Job of the Bidder / it's Personnel to be executed for the same and/or for another Entity / Employer during the currency of the assignment.
  - Conflicting Relationships : A bidder that has a material business or close family relationship with a member of SBI's staff who is directly or indirectly involved in any part of (i) the preparation of the Terms of Reference of the Assignment/job, (ii) the selection process for such Assignment/job, or (iii) supervision of the Contract, shall not be awarded a Contract, unless the conflict stemming from this relationship has been resolved in a manner acceptable to SBI throughout the selection process and the execution of the Contract. The respondent to RFP is expected to provide complete details of SBI staff associated with the Bidder in any manner whatsoever. In case the information is Nil, explicit mention should be made in this regard.
- vi. Bidder have an obligation to disclose any situation of actual or potential conflict that impacts their capacity to serve the best interest of SBI, or that may reasonably be perceived as having this effect. If the Bidder fails to disclose said situations and if SBI comes to know about any such situation at any time, it may lead to the disqualification of the Bidder during bidding process or the termination of its Contract during execution of assignment.

### 39. CODE OF INTEGRITY AND DEBARMENT/BANNING:

- i. The Bidder and their respective officers, employees, agents and advisers shall observe the highest standard of ethics during the bidding Process. Notwithstanding anything to the contrary contained herein, the Bank shall reject Bid without being liable in any manner whatsoever to the Bidder if it determines that the Bidder has, directly or indirectly or through an agent, engaged in corrupt/fraudulent/coercive/undesirable or restrictive practices in the bidding Process.
- ii. Bidders are obliged under code of integrity to Suo-moto proactively declare any conflicts of interest (pre-existing or as and as soon as these arise at any stage) in RFP process or execution of contract. Failure to do so would amount to violation of this code of integrity.
- iii. Any Bidder needs to declare any previous transgressions of such a code of integrity with any entity in any country during the last three years or of being debarred by any other procuring entity. Failure to do so would amount to violation of this code of integrity.
- iv. For the purposes of this clause, the following terms shall have the meaning hereinafter, respectively assigned to them:
  - (a) “**corrupt practice**” means making offers, solicitation or acceptance of bribe, rewards or gifts or any material benefit, in exchange for an unfair advantage in the procurement process or to otherwise influence the procurement process or contract execution;
  - (b) “**Fraudulent practice**” means any omission or misrepresentation that may mislead or attempt to mislead so that financial or other benefits may be obtained or an obligation avoided. This includes making false declaration or providing false information for participation in a RFP process or to secure a contract or in execution of the contract;
  - (c) “**Coercive practice**” means harming or threatening to harm, persons or their property to influence their participation in the procurement process or affect the execution of a contract;
  - (d) “**Anti-competitive practice**” means any collusion, bid rigging or anti-competitive arrangement, or any other practice coming under the purview of the Competition Act, 2002, between two or more bidders, with or without the knowledge of the Bank, that may impair the transparency, fairness and the

progress of the procurement process or to establish bid prices at artificial, non-competitive levels;

- (e) **“Obstructive practice”** means materially impede the Bank’s or Government agencies investigation into allegations of one or more of the above mentioned prohibited practices either by deliberately destroying, falsifying, altering; or by concealing of evidence material to the investigation; or by making false statements to investigators and/or by threatening, harassing or intimidating any party to prevent it from disclosing its knowledge of matters relevant to the investigation or from pursuing the investigation; or by impeding the Bank’s rights of audit or access to information;

v. **Debarment/Banning**

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

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

Whenever a Vendor is found lacking in performance, in case of less frequent and less serious misdemeanors, the vendors may be put on a holiday listing (temporary debarment) for a period upto 12 (twelve) months. When a Vendor is on the holiday listing, he is neither invited to bid nor are his bids considered for evaluation during the period of the holiday. The Vendor is, however, not removed from the list of empaneled vendors, if any. Performance issues which may justify holiday listing of the Vendor are:

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

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

Debarment of a delinquent Vendor (including their related entities) for a period (one to two years) from the Bank’s procurements including removal from empanelment, wherever such Vendor is empaneled, due to severe deficiencies in performance or other

serious transgressions. Reasons which may justify debarment and/or removal of the Vendor from the list of empaneled vendors are:

- Without prejudice to the rights of the Bank under Clause 39(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 EOIRFP issued by the Bank during a period of 2 (two) years from the date of debarment.
- Vendor fails to abide by the terms and conditions or to maintain the required technical/operational staff/equipment or there is change in its production/service line affecting its performance adversely, or fails to cooperate or qualify in the review for empanelment;
- If Vendor ceases to exist or ceases to operate in the category of requirements for which it is empaneled;
- Bankruptcy or insolvency on the part of the vendor as declared by a court of law; or
- Banning by Ministry/Department or any other Government agency;
- Other than in situations of force majeure, technically qualified Bidder withdraws from the procurement process or after being declared as successful bidder: (i) withdraws from the process; (ii) fails to enter into a Contract; or (iii) fails to provide performance guarantee or any other document or security required in terms of the RFP documents;
- If the Central Bureau of Investigation/CVC/C&AG or Vigilance Department of the Bank or any other investigating agency recommends such a course in respect of a case under investigation;
- Employs a Government servant or the Bank's Officer within two years of his retirement, who has had business dealings with him in an official capacity before retirement; or
- Any other ground, based on which the Bank considers, that continuation of Contract is not in public interest.
- If there is strong justification for believing that the partners/directors/proprietor/agents of the firm/company has been guilty of violation of the code of integrity or Integrity Pact (wherever applicable), evasion or habitual default in payment of any tax levied by law; etc.

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

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

#### **40. TERMINATION FOR DEFAULT:**

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

Prior to providing a written notice of termination to Service Provider under clause 40 (i) (a) to 40 (i) (c), 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.

- ii. In the event the Bank terminates the Contract in whole or in part for the breaches attributable to Service Provider, the Bank may procure, upon such terms and in such manner as it deems appropriate, Services similar to those undelivered, and subject to limitation of liability clause of this RFP Service Provider shall be liable to the Bank for any increase in cost for such similar Services. However, Service Provider shall continue performance of the Contract to the extent not terminated.
- iii. The Bank's right to terminate the Contract will be in addition to the penalties / liquidated damages and other actions as specified in this RFP.

#### **41. FORCE MAJEURE:**

- i. Notwithstanding the provisions of terms and conditions contained in this RFP, neither party shall be liable for any delay in performing its obligations herein if and to the extent that such delay is the result of an event of Force Majeure.
- ii. For the purposes of this clause, 'Force Majeure' means and includes wars, insurrections, revolution, civil disturbance, riots, terrorist acts, public strikes, hartal, bundh, fires, floods, epidemic, quarantine restrictions, freight embargoes, declared general strikes in relevant industries, Vis Major, acts of Government in their sovereign capacity,

impeding reasonable performance of Service Provider and / or Sub-Contractor but does not include any foreseeable events, commercial considerations or those involving fault or negligence on the part of the party claiming Force Majeure.

- iii. If a Force Majeure situation arises, Service Provider shall promptly notify the Bank in writing of such condition and the cause thereof. Unless otherwise directed by the Bank in writing, Service Provider shall continue to perform its obligations under the Contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.
- iv. If the Force Majeure situation continues beyond 30 (thirty) days, either party shall have the right to terminate the Agreement by giving a notice to the other party. Neither party shall have any penal liability to the other in respect of the termination of the Agreement as a result of an event of Force Majeure. However, Service Provider shall be entitled to receive payments for all services actually rendered up to the date of the termination of the Agreement.

**42. TERMINATION FOR INSOLVENCY:**

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

**43. TERMINATION FOR CONVENIENCE:**

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

**44. DISPUTES RESOLUTION/ ARBITRATION (APPLICABLE IN CASE OF SUCCESSFUL BIDDER ONLY):**

- i. All disputes or differences whatsoever arising between the parties out of or in connection with the Contract (including dispute concerning interpretation) or in discharge of any obligation arising out of the Contract (whether during the progress of work or after completion of such work and whether before or after the termination of

the Contract, abandonment or breach of the Contract), shall be settled amicably. If however, the parties are not able to solve them amicably within 30 (thirty) days after dispute occurs as evidenced through the first written communication from any Party notifying the other regarding the disputes, the same shall be referred to and be subject to the jurisdiction of competent courts at Hyderabad. The competent courts in Hyderabad shall have exclusive jurisdiction in this regard.

- ii. Service Provider shall continue work under the Contract during the dispute resolution 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 competent court is obtained.
- iii. This Agreement shall be governed by laws in force in India. all disputes arising out of or in relation to this Agreement, shall be subject to the exclusive jurisdiction of the courts at **HYDERABAD** only.
- iv. 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, in case of disagreement obligations mentioned in this clause shall be observed.

#### **45. GOVERNING LANGUAGE:**

The governing language shall be English.

#### **46. APPLICABLE LAW:**

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

#### **47. TAXES AND DUTIES:**

- i. Service Provider shall be liable to pay all corporate taxes , income tax, duties, license fees, road permits, other taxes, etc, incurred that shall be levied according to the laws and regulations applicable from time to time in India and the price Bid by Service Provider shall include all such taxes in the quoted price. The quote prices and taxes & statutory levies such as GST/ Service Tax, Octroi etc. should be specified separately.
- ii. Prices quoted should be inclusive of all Central / State Government taxes/duties and levies and inclusive of all corporate taxes and Custom duty as also cost of incidental services such as transportation, road permits, insurance etc.



- iii. Custom duty as also cost of incidental services such as transportation, road permits, insurance etc. in connection with delivery of services at site including any incidental services and commissioning, if any, which may be levied, shall be borne by Service Provider and the Bank shall not be liable for the same. Only specified taxes/ levies and duties in the **Appendix-F** will be payable by the Bank on actuals upon production of original receipt wherever required. If any specified taxes/ levies and duties in **Appendix-F** are replaced by the new legislation of Government, same shall be borne by the Bank. The Bank shall not be liable for payment of those Central / State Government taxes, levies, duties or any tax/ duties imposed by local bodies/ authorities, which are not specified by the Bidder in **Appendix-F**
- iv. Prices payable to Service Provider as stated in the Contract shall be firm and not subject to adjustment during performance of the Contract, irrespective of reasons whatsoever, including exchange rate fluctuations, any upward revision in Custom duty.
- v. Income / Corporate Taxes in India: The Bidder shall be liable to pay all corporate taxes and income tax that shall be levied according to the laws and regulations applicable from time to time in India and the price Bid by the Bidder shall include all such taxes in the contract price.
- vi. 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 Service Provider. The Agreement/ Contract would be stamped as per prevailing Stamp Act in Telangana, and any amendment thereto.

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

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



**49. TENDER FEE:**

A tender fee of Rs 25,000/- (non-refundable) is applicable.

Non-refundable Tender Fee should be directly credited to the designated account as mentioned in Schedule of Events. Proof of remittance of Tender Fee in the designated account should be enclosed with the technical bid. The Bids without tender fee will not be considered valid

**50. EXEMPTION OF EMD AND TENDER FEE:**

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

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

**Bidders may please note:**

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

## 51. NOTICES:

Any notice given by one party to the other pursuant to this Contract shall be sent to other party in writing to other Party's address. For the purpose of all notices, the address is as under:

The Deputy General Manager (Ops),  
State Bank of India  
Cash Management Product Operations Centre  
Survey No.26,  
Opp: Hyderabad University (Main Gate)  
Gachibowli  
Hyderabad - 500019

The notice shall be effective when delivered or on the notice's effective date whichever is later.

## 52. TERMS AND CONDITIONS:

### A. Physical / Security Infrastructure

- (1). Cash should be transported only in the owned / leased security cash vans of the Service Provider or its first level sub-contractors. Each cash van should be a specially designed and fabricated Light Commercial Vehicle (LCV) having separate passenger and cash compartments, with a CCTV covering both compartments.
- (2). The passenger compartment should accommodate two custodians and two-armed security guards (gunmen) besides the driver.
- (3). No cash van should move without armed guards. The gunmen must carry their weapons in a functional condition along with valid gun licenses. The Service Provider or its first level sub-contractor should also furnish the list of its employed gunmen to the police authorities concerned.
- (4). Each cash van should be GPS enabled and monitored live with geo-fencing mapping with the additional indication of the nearest police station in the corridor for emergency.
- (5). Each cash van should have tubeless tyres, wireless (mobile) communication and hooters. The vans should not follow the same route and timing repeatedly so as to become predictable. Predictable movement on regular routes must be discouraged. Staff should be rotated and assigned only on the day of the trip. With regard to security, additional regulations / guidelines as prescribed by Private Security Agencies

(Regulation) Act, 2005, the Government of India and the State Governments from time to time must be adhered to.

- (6). **Night movement of cash vans should be discouraged.** All cash movements should be carried out during daylight. There can be some relaxation in metro and urban areas though depending on the law and order situation specific to the place or the guidelines issued by the local police. If the cash van has to make a night halt, it necessarily has to be in a police station. In case of inter-state movement, changeover of security personnel at the border crossing must be pre-arranged.
- (7). The staff associated with cash handling should be adequately trained and duly certified through an accreditation process. Certification could be carried out through the SRO or other designated agencies.
- (8). Character and antecedent verification of all crew members associated with cash van movement, should be done meticulously. Strict background check of the employees should include police verification of at least the last two addresses. Such verification should be updated periodically and shared on a common database at industry level. In case of dismissal of an employee, the CIT / CRA concerned should immediately inform the police with details.
- (9). Safe and secure premises of adequate size for cash processing / handling/ merging and/or Vaulting. The premises should be under electronic surveillance and monitoring round the clock. Technical specifications of the vault should not be inferior to the minimum standards for Chests prescribed by the Reserve Bank. The vault should be operated only in joint custody and should have colour coded bins for easier storage and retrieval of different types of contents. The Bidder has to provide a list of Vaulting Centers along with the Bid.
- (10). All fire safety gadgets should be available and working in the vault which should also be equipped with other standard security systems live CCTV monitoring with recording for at least 90 days, emergency alarm, burglar alarm, hotline with the nearest police station, lighting power backup and interlocking vault entry doors.
- (11). Work area should be separate from the cash area. The premises should be under the security of armed guards whose number should have reference to the scale of operations specific to the location but not less than five in any case.
- (12). Critical information like customer account data should be kept highly secure. Access to the switch server should be restricted to banks. Interfaces where a bank gives access to the service provider or its sub-contractor to the bank's internal server should be

limited to relevant information and secured. The data to be stored in such a manner as to facilitate enquiry and report generation simple and quick.

- (13). The actual cash pick-up facility may be undertaken at those branches where the Bank's customer so demands. The number of branches from time to time may be increased/decreased at the discretion of the Bank.
- (14). Should have/obtain before commencement of the work the requisite licenses approvals, certificates from all statutory authorities including Municipal Labour /P.F./Income Tax/Sales Tax/Commercial Tax/ESI Departments valid for minimum of the entire duration of the agreement i.e. 3(three) Year subject to renewal upto 5 years.
- (15). The Agency shall keep proper record of the receipt of Cash along with related stationery indicating, interalia, client from whom received. Document number, if any, branch code of branch to which the collected Cash is eventually deposited etc.
- (16). The amount payable to those assigned the work executed by the bidders shall be based on the actual amount of work done by them without any guarantee of a minimum amount payable.
- (17). The fee payable to the **appointed Agency(ies)** shall be paid within 30 days after satisfactory completion of the entire assignment, on calendar month basis, after receiving the data dump to the satisfaction of the Bank and the certificate as per the Bank's requirement.
- (18). The agency has to arrange for transit insurance at adequate level.
- (19). The agency should be in a position to quote different rates for cash pick up, merger and/or Vaulting arrangement for the clients center wise..
- (20). Each page of the application should be signed & stamped by person/persons on behalf of the Agency.
- (21). Conditional tenders will not be accepted.
- (22). Ideally, CMP Operations Centre, Hyderabad prefers T+1 cash deposition at all Vaulting centres and T+0 for non-vaulting Clients.
- (23). **Cash pick-up MIS to be provided to all CMP eligible clients in addition to CMP Centre, Hyderabad, on the same day latest by 8.00 pm.**
- (24). Cash losses / shortages occurred from the cash pick up point to till the deposition at the designated depositing branch will be the responsibility of the Agency.

- (25). After the confirmation of the date of commencement of service by the **Appointed Agency** for the SBI client, in case of default on the part of the **Appointed Agency** to provide cash pickup, merger, Vaulting and Burial service at the specified location of any of the clients on three occurrences during the month, without any prior intimation and justifiable reason, of the **Appointed Agency** will be liable to pay a penalty equal to double the pickup & Vaulting charges for those particular days. Under Circumstances, if such occurrences are consecutive for more than three days, of the **Appointed Agency** shall be liable to pay an additional penalty of Rs.25000/-. The penalty shall not be applicable only in case of force majeure events.

#### **B. General Conditions:**

1. **PUBLICITY:** Service Provider may make a reference of the services rendered to the Bank covered under this Agreement on Service provider's Web Site or in their sales presentations, promotional materials, business plans or news releases etc., only after prior written approval from the Bank.
2. **SUCCESSORS AND ASSIGNS:** This Agreement shall bind and inure to the benefit of the parties, and their respective successors and permitted assigns.
3. **NON-HIRE AND NON-SOLICITATION:** During the term of this Agreement and for a period of 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) of the other party, or aid any third person to do so, without the specific written consent of the other party. 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.
4. **SEVERABILITY:** The invalidity or unenforceability of any provision of this Agreement shall not in any way effect, impair or render unenforceable this Agreement or any other provision contained herein, which shall remain in full force and effect. 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.
5. **MODIFICATION:** This Agreement may not be modified or amended except in writing signed by duly authorized representatives of each party with express mention thereto of this Agreement.

6. ENTIRE AGREEMENT: This Agreement constitutes the entire agreement between the Parties with respect to the subject matter thereof 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.
  - 6.1 The following documents along with all addenda issued thereto shall be deemed to form and be read and construed as integral part of this Agreement and in case of any contradiction between or among them the priority in which a document would prevail over another would be as laid down below beginning from the highest priority to the lowest priority:
    - a) This Agreement;
    - b) Annexure of Agreement;
    - c) Purchase Order No. \_\_\_\_\_ dated \_\_\_\_\_; and
    - d) RFP
7. PRIVACY: Neither this Agreement nor any provision hereof is intended to confer upon any person/s other than the Parties to this Agreement any rights or remedies hereunder.
8. DUE AUTHORISATION: Each of the undersigned hereby represents to the other that she/ he is authorized to enter into this Agreement and bind the respective parties to this Agreement.
9. COUNTERPART: This Agreement is executed in duplicate and each copy is treated as original for all legal purposes.
10. ASSIGNMENT: Service provider shall not assign this agreement except with prior written consent of other party.
11. REPRESENTATIONS ON AUTHORITY: Each signatory to this agreement represents and warrants that he is duly authorised by the party for and on whose behalf he is signing this agreement to execute the same in a manner binding upon said party and that all corporate approvals including the requisite board resolutions and procedures necessary for vesting such authority in him have been duly obtained and complied with.
12. The Agency shall ensure all the operations are carried within the ambit of the process flow and SOP (Standard Operating Procedure) as has been defined herein and modification thereon prescribed from time-to-time by the bank through written or email instructions. The Agency shall be responsible for any deviation from the referred process flow / SOP and shall be liable to indemnify Bank against any loss (financial or otherwise) that may be incurred by the Bank as a result of such deviations and shall pay the penalty imposed by Bank within 3 working days of intimation by Bank.

- i. The Agency shall ensure all the operations are carried within the ambit of the process flow and SOP (Standard Operating Procedure) as has been defined herein and modification thereon prescribed from time-to-time by the bank through written or email instructions. The Agency shall be responsible for any deviation from the referred process flow / SOP and shall be liable to indemnify Bank against any loss (financial or otherwise) that may be incurred by the Bank as a result of such deviations and shall pay the penalty imposed by Bank within 3 working days of intimation by Bank.
- ii. The Agency shall employ sufficient number of qualified and trained personnel to provide the Services under this Agreement in a prompt and efficient manner.
- iii. The Agency shall employ any person/ members for rendering of these services only after **antecedent check and police verification** is done and all such verification documents should be kept on record and produced to Bank on demand. The Agency shall ensure that all its employees are reviewed by them internally on a periodic basis and documents pertaining to them shall be provided to Bank upon demand.
- iv. All the people employed/hired on the assignments should be under supervision of the Agency and the Agency shall be liable for all the acts of such persons.
- v. The Agency shall ensure that necessary controls are in place to mitigate the risks (including fidelity risk) associated with the termination / resignation / replacement of its agents and employees assigned to provide the Services under this Agreement. In case any unauthorized representative of the Agency attempts to serve Bank or its Clients, and if the same is identified, the situation shall be dealt with severely. Bank shall be entitled to terminate the Services under this Agreement with immediate effect and/ or may impose monetary penalties for such amounts as deemed appropriate by Bank along with the claims made by the Client. The Agency shall be responsible to implement the requisite safeguards, processes and controls to mitigate the risk associated with the above.
- vi. The Agency shall withdraw or bar any of its employee(s) or agent(s) from rendering any Services under this Agreement if in the opinion of Bank, the quality of services rendered by the said personnel is not as per specifications of Bank or it is not in the interest of Bank that such personnel of the Agency continues to be involved in the said Services.
- vii. The Agency shall ensure that necessary controls and safeguards are in place to comply with the applicable laws, rules and regulations including the respective regulatory compliances updated from time to time with respect to cash



processing, calibration of note sorting/ counting machines, vehicles, arms and ammunition, labour laws etc.

- viii. Bank will open Agency's account in its core system with reference to the Services provided by the Agency. These accounts would be used for accounting for cash vaulting in Agency's vaults overnight and the transactions of cash pickup/delivery services. The Agency is required to submit the daily cash report to Bank's CMP operations team. The Agency will ensure reconciliation of vault balances on a daily basis. The Agency shall also submit requisite certification with respect to the cash collected to Bank on demand. The Agency will continue to be responsible for upkeep, accounting, proper storage and obtaining insurance for the cash vaulted in the Agency's vault. The Agency shall not levy any vaulting charges on Bank for storing the cash in their vaults unless explicitly agreed by the Bank.
- ix. In the event of strikes / lockouts at the establishment of the Agency, the Agency shall bear all the expenses / damages / losses suffered by Bank and/or its Client(s) and shall also reimburse the claims made by the Client(s) in relation to loss suffered by them due the deficiency in Services on account of such strikes / lockouts pertaining to Door Step Banking (DSB).
- x. On occurrence of any of the abovementioned events wherein the employees of the Agency have put forward some demands to the management of the Agency, the Agency shall, on demand by Bank, furnish the details of such demands and redressal steps taken by the Agency to resolve such unrests.
- xi. The Agency shall install the software as developed or provided by Bank or as suggested by Bank for operational convenience at all its service locations where the Agency intends to offer its Services to Bank. The software used by agency should be able to integrate with the bank's software application, whenever required and the agency software should be capable enough to match banks scalability. The operational costs shall be borne by the Agency. The Agency shall also ensure that all the transactions executed by them for Bank are routed through the software as desired by Bank.
- xii. The Agency may also develop software for their operational convenience, but the Agency should align the same with the software being used by Bank and bear all costs related to this integration and upgradation.
- xiii. From time-to-time, Bank would give instructions to the Agency on behalf of the Clients of Bank. The Agency would ensure that the same are executed as per the standards laid down by Bank.



- xiv. In the course of the Services, Bank will provide cash Deposit Slips to the Agency to facilitate smoother rendering of Services under this Agreement. On termination of services at any particular location, the Agency would be required to return all such items back to Bank along with all the other records maintained by them at their end. This shall be applicable even in case of termination of this Agreement. The Deposit Slips for executing the Services shall be delivered to the Clients by the Agency. These Deposit Slips would be made available to the Agency by Bank on periodic monthly basis at their desired location as per the schedule given by the Agency. However, monitoring of stock of Deposit Slips at various locations of Agency will be sole responsibility of the Agency.
- xv. Since the Agency is representing Bank while rendering the Services under this Agreement, the representatives of the Agency shall maintain decorum and display professional behavior at all times during service delivery.
- xvi. There would be requirement for Clients to be educated/informed about certain processes, which would be undertaken by the Agency in the manner stipulated by Bank from time to time. The Agency shall ensure that the same is carried out in the manner desired by Bank.
- xvii. The Agency shall not, without the prior written approval from the Bank, commence serving the Clients, which have been assigned to the Agency by Bank. The Agency shall also not quote any price in context to the Services pertaining to CMP to the Client(s) without explicit permission from Bank.
- xviii. The Agency shall be responsible for the safety and security of the cash to be picked up from the Clients / vaulted and shall be required to ensure the reliability of the crew members involved in the processes under this Agreement. The Agency shall decide the modalities of related security arrangements viz. the vehicle type/make used for transit, number of crew members, guarding and security arrangements, etc. and shall ensure that the value of cash in transit is commensurate with the insurance obtained by the Agency for this purpose. In case of any loss or value/cash, the same shall be reimbursed by the Agency to Bank on same day of such loss being reported by Bank to the Agency.
- xix. The Agency shall be liable to pay to Bank the amounts of any loss incurred by Bank on the same day of identification of the event of loss and shall in parallel pursue the matter with the insurance company for settlement of the insurance claim amount. The detailed investigation may be carried out subsequently by the Insurance Agency and/or Bank with cooperation from the Agency.

- xx. 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.
- xxi. 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.
- xxii. 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.
- xxiii. 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.
- xxiv. 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.
- xxv. If this Agreement is signed in counterparts, each counterpart shall be deemed to be an original.
- xxvi. 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.
- xxvii. 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.
- xxviii. 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.
- xxix. Review of outsourced activity 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.
- xxx. 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.
- xxxi. All records pertaining to the services extended to the Bank and clients viz vouchers, Registers etc shall be retained with the Agency for a period of 10 years and shall be produced for verification as and when needed

- xxxii. **Service Providers representation at CMPOC office for better coordination:**  
Further, to facilitate coordination with various cash pick up executives of agencies for resolution of issues related to MIS, each Agency to place their full time representative at CMPOC, Hyderabad office. This will facilitate resolution of issues quickly.

**C. Confidentiality:**

- (1). The appointed Agency is not authorised to disclose to anyone, other than SBI, the information/data relating to the number of applications or individual details thereof, received or entered in computer system in any manner whatsoever.
- (2). All information related to Cash pick-up is the property of the SBI. Data Entry Agency cannot use this data for any purpose for its benefit directly or indirectly or share it with any other person/agency.
- (3). The appointed Agency shall be required to enter into a proper Non- Disclosure Agreement for this purpose with SBI as required in the format prescribed by SBI. The appointed Agency shall be responsible for any violation of the Non- Disclosure Agreement and shall be liable to SBI for the unauthorized disclosure/use of the information/data in the possession of the Agency.
- (4). The appointed Agency is responsible and liable for any damages caused to SBI or its client for the actions or inaction of appointed agency.
- (5). After handling over the cash picked up from the site of the Bank client, the appointed Agency shall handover the complete data dump to SBI.
- (6). After handing over the complete data dump, the appointed Agency shall, on receiving a communication from SBI, purge the entire data related to the assignment from all its computer systems, storage locations including floppies, CDs, DVDs, tapes, Hard Disk Drivers, Pen drives etc. The appointed Agency shall provide a certificate to this effect to SBI.



**Part-II**

**Appendix –A**

**BID FORM (TECHNICAL BID)**

[On Company's letter head]

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

To:  
The Deputy General Manager,  
State Bank of India,  
CMP Operations Centre, Survey No.26,  
Opp.to Hyderabad University Main gate,  
Gachibowli, Hyderabad - 500019

Dear Sir,

**Ref: RFP No. SBI/CMPRFP/2022-23 /01 Dated 30.03.2023**

~~~~~

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

i. While submitting this Bid, we certify that:

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

- ii. We undertake that, in competing for (and, if the award is made to us, in executing) the above contract, we will strictly observe the laws against fraud and corruption in force in India namely “Prevention of Corruption Act 1988”.
- iii. We undertake that we will not offer, directly or through intermediaries, any bribe, gift, consideration, reward, 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, organisation or third party related to the contract in exchange for any advantage in the bidding, evaluation, contracting and implementation of the contract.
- iv. We undertake that we will not resort to canvassing with any official of the Bank, connected directly or indirectly with the bidding process to derive any undue advantage. We also understand that any violation in this regard, will result in disqualification of bidder from further bidding process.
- v. It is further certified that the contents of our Bid are factually correct. We have not sought any deviation to the terms and conditions of the RFP. We also accept that in the event of any information / data / particulars proving to be incorrect, the Bank will have right to disqualify us from the RFP without prejudice to any other rights available to the Bank.
- vi. We certify that while submitting our Bid document, we have not made any changes in the contents of the RFP document, read with its amendments/clarifications provided by the Bank.
- vii. We agree to abide by all the RFP terms and conditions, contents of Service Level Agreement as per template available at **Appendix-J** of this RFP and the rates quoted therein for the orders awarded by the Bank up to the period prescribed in the RFP, which shall remain binding upon us.
- viii. The commercial bidding process will be conducted by the Bank or a company authorized by the Bank. We understand that our authorized representative who would participate in the bidding process would be possessing a valid digital certificate for the purpose.
- ix. Till execution of a formal contract, the RFP, along with the Bank’s notification of award by way of issuance of purchase order and our acceptance thereof, would be binding contractual obligation on the Bank and us.
- x. 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.
- xi. We hereby certify that our name does not appear in any “Caution” list of RBI / IBA or any other regulatory body for outsourcing activity.



- xii. We hereby certify that on the date of submission of Bid for this RFP, we **do not have any past/ present litigation which adversely affect our participation in this RFP** or we are not under any debarment/blacklist period for breach of contract/fraud/corrupt practices by any Scheduled Commercial Bank/ Public Sector Undertaking/ State or Central Government or their agencies/departments. We also certify that we have not been disqualified / debarred / terminated on account of poor or unsatisfactory performance and/or blacklisted by any Scheduled Commercial Bank / Public Sector Undertaking / State or Central Government or their Agencies / Departments at any time, during the last 3 years.
- xiii. We hereby certify that on the date of submission of Bid, we do not have any Service Level Agreement pending to be signed with the Bank for more than 6 months from the date of issue of purchase order.
- xiv. We hereby certify that on the date of submission of Bid, we do not have any Service Level Agreement pending to be signed with the Bank for more than 6 months from the date of issue of purchase order.
- xv. We hereby certify that we have read the clauses contained in O.M. No. 6/18/2019-PPD, dated 23.07.2020 order (Public Procurement No. 1), order (Public Procurement No. 2) dated 23.07.2020 and order (Public Procurement No. 3) dated 24.07.2020 regarding restrictions on procurement from a bidder of a country which shares a land border with India. We further certify that we and our OEM are not from such a country or if from a country, has been registered with competent authority. We certify that we and our OEM fulfil all the requirements in this regard and are eligible to participate in this RFP.
- xvi. If our Bid is accepted, we undertake to enter into and execute at our cost, when called upon by the Bank to do so, a contract in the prescribed form and we shall be solely responsible for the due performance of the contract.
- xvii. We, further, hereby undertake and agree to abide by all the terms and conditions stipulated by the Bank in the RFP document.

Dated this ..... day of ..... 20..

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

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

(In the capacity of)

Duly authorised to sign Bid for and on behalf of

\_\_\_\_\_  
**Seal of the company.**

**Appendix-B**

**Bidder's Eligibility Criteria**

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

| <b>S. No.</b> | <b>Eligibility Criteria</b>                                                                                                                                                                                                                                              | <b>Compliance (Yes/No)</b> | <b>Documents to be submitted</b>                                                                                                                                           |
|---------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| 1.            | The Bidder must be an Indian Company/ LLP /Partnership firm registered under applicable Act in India.                                                                                                                                                                    |                            | Certificate of Incorporation issued by Registrar of Companies and full address of the registered office along with Memorandum & Articles of Association/ Partnership Deed. |
| 2.            | The Bidder (including its OEM, if any) must comply with the requirements contained in O.M. No. 6/18/2019-PPD, dated 23.07.2020 order (Public Procurement No. 1), order (Public Procurement No. 2) dated 23.07.2020 and order (Public Procurement No. 3) dated 24.07.2020 |                            | Bidder should specifically certify in <b>Appendix A</b> in this regard and provide copy of registration certificate issued by competent authority wherever applicable.     |
| 3.            | The Bidder must have an average income of minimum Rs. 5 crore during last 03 (three) financial year(s) i.e. FY 2019-20, FY 2020-21 and FY 2021-22                                                                                                                        |                            | Copy of the audited financial statement for required financial years. (Certificate from statutory auditor for preceding/current _____ year may be submitted.)              |
| 4.            | The Bidder should be profitable organization on the basis of profit before tax (PBT) for at least 02 (two) out of last 03 (three) financial years mentioned in para 2 above.                                                                                             |                            | Copy of the audited financial statement along with profit and loss statement for corresponding years and / or Certificate of the statutory auditor.                        |
| 5.            | Bidder should have experience of minimum 5 years in providing the Services.                                                                                                                                                                                              |                            | Copy of the order and / or Certificate of completion of the work. The Bidder should also furnish user acceptance report.                                                   |
| 6.            | The Bidder (including its OEM, if any) should either be Class-I or Class-II local supplier as defined under this RFP.                                                                                                                                                    |                            | Certificate of local content to be submitted as per <b>Appendix-G</b> .                                                                                                    |

|     |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        |  |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              |
|-----|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| 7.  | Client references and contact details (email/ landline/ mobile) of customers for whom the Bidder has executed similar projects in India. (Start and End Date of the Project to be mentioned) in the past ( <b>At least 1 client references are required</b> )                                                                                                                                                                                                                                          |  | Bidder should specifically confirm on their letter head in this regard as per <b>Appendix-M</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                              |
| 8.  | Certification Requirements                                                                                                                                                                                                                                                                                                                                                                                                                                                                             |  | Copy of the Valid Certificate(s) to be provided                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              |
| 9.  | Past/present litigations, disputes, if any (Adverse litigations could result in disqualification, at the sole discretion of the Bank)                                                                                                                                                                                                                                                                                                                                                                  |  | Brief details of litigations, disputes related to product/services being procured under this RFP or infringement of any third party Intellectual Property Rights by prospective Bidder/ OEM or disputes among Bidder's board of directors, liquidation, bankruptcy, insolvency cases or cases for debarment/blacklisting for breach of contract/fraud/corrupt practices by any Scheduled Commercial Bank/ Public Sector Undertaking / State or Central Government or their agencies/ departments or any such similar cases, if any are to be given on Company's letter head. |
| 10. | Bidders should not be under debarment/blacklist period for breach of contract/fraud/corrupt practices by any Scheduled Commercial Bank/ Public Sector Undertaking / State or Central Government or their agencies/ departments on the date of submission of bid for this RFP and also certify that they have not been disqualified / debarred / terminated on account of poor or unsatisfactory performance and/or blacklisted by any Scheduled Commercial Bank / Public Sector Undertaking / State or |  | Bidder should specifically certify in <b>Appendix A</b> in this regard.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      |

|     |                                                                                                                                                                                                                                                                |  |                                                                         |
|-----|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--|-------------------------------------------------------------------------|
|     | Central Government or their Agencies / Departments at any time, during the last 3 years.                                                                                                                                                                       |  |                                                                         |
| 11. | The bidder, if participating as Channel Partner of any OEM, then OEM should have a support center and level 3 escalation (highest) located in India.<br>For OEMs, directly participating, the conditions mentioned above for support center remain applicable. |  | Bidder should specifically certify in <b>Appendix A</b> in this regard. |
| 12  | The Bidder should not have any Service Level Agreement pending to be signed with the Bank for more than 6 months from the date of issue of purchase order.                                                                                                     |  | Bidder should specifically certify in <b>Appendix A</b> in this regard. |
| 13  | The cash collecting agency must operate minimum fleet size of 300 specifically fabricated cash vans (owned / leased).                                                                                                                                          |  |                                                                         |
| 14  | Should have adequate qualified skilled staff and required cash pick up infrastructure including cash vans / gunmen etc.                                                                                                                                        |  |                                                                         |
| 15  | The Cash Pickup Agency should have net worth of Rs. 100.00 crores maintained at all times.                                                                                                                                                                     |  |                                                                         |

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

**Eligibility criteria mentioned at Sl No 3 to 5 in table above are relaxed for Startups subject to their meeting of quality and technical specifications. Bidder to note the followings:**

- i. Start-up” company should enclose the valid Certificate of Recognition issued by Department for Promotion of Industry and Internal Trade (DPIIT), (erstwhile Department of Industrial Policy and Promotion), Ministry of Commerce & Industry, Govt. of India with the technical bid.
- ii. Bidder who solely on its own, fulfils each eligibility criteria condition as per the RFP terms and conditions and who are having Start-up company status, can claim exemption for eligibility criteria mentioned at S1 No 3 to 5 in table above.
- iii. If all these conditions are not fulfilled or supporting documents are not submitted with the technical Bid, then all those Bids will be summarily rejected, and no queries will be entertained.

**Name & Signature of authorised signatory**

**Seal of Company**



**Appendix-C**

**Technical & Functional Specifications**

**Not Applicable**

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

**Name & Signature of authorised signatory**

**Seal of Company**

**Appendix-D**

**Bidder Details**

Details of the Bidder

| S. No. | Particulars                                                                                                                                                                             | Details |
|--------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------|
| 1.     | Name                                                                                                                                                                                    |         |
| 2.     | Date of Incorporation and / or commencement of business                                                                                                                                 |         |
| 3.     | Certificate of incorporation                                                                                                                                                            |         |
| 4.     | Status of the firm whether company/firm/proprietary)                                                                                                                                    |         |
| 5.     | Name of Directors/Partners/Proprietor                                                                                                                                                   |         |
| 6.     | Name and address of Bankers                                                                                                                                                             |         |
| 7.     | Brief description of the Bidder including details of its main line of business                                                                                                          |         |
| 8.     | Whether registered for tax purposes. If so, mention TIN number and date.                                                                                                                |         |
| 9.     | Company website URL                                                                                                                                                                     |         |
| 10.    | Company PAN                                                                                                                                                                             |         |
| 11.    | Company GSTIN Number                                                                                                                                                                    |         |
| 12.    | Particulars of the Authorized Signatory of the Bidder<br>a) Name<br>b) Designation<br>c) Address<br>d) Phone Number (Landline)<br>e) Mobile Number<br>f) Fax Number<br>g) Email Address |         |
| 13.    | Declaration regarding near relatives working in the Bank                                                                                                                                |         |
| 14.    | Particulars of earnest money submitted with the RFP                                                                                                                                     |         |
| 15.    | Email address(s) of the key personnel dealing with this RFP                                                                                                                             |         |
| 16.    | Facility for note counting and verification of cash                                                                                                                                     |         |
| 17.    | Overnight cash handling with vaulting facility                                                                                                                                          |         |
| 18.    | No. of transport vehicles                                                                                                                                                               |         |



|     |                                                                                                                                                                                |                  |
|-----|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------|
| 19. | Security: No. of Armoured guards                                                                                                                                               |                  |
| 20. | Willing to provide transit insurance + Agency Cash at vault and Employee Fidelity insurance cover at adequate level                                                            | Self Declaration |
| 21. | No. of employees                                                                                                                                                               |                  |
| 22. | Details for EMD Refund (applicable only if EMD is directly credited in designated account):-<br>a) Account No.<br>b) Name of account holder<br>c) Name of Bank<br>d) IFSC Code |                  |

**Name & Signature of authorised signatory**

**Seal of Company**

**Appendix-E**

**Scope of Work**

| SI No | Particulars             | Requirements/ Remarks                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  |
|-------|-------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| 1     | Description of Services | <p><b>Cash Pickup:</b></p> <ul style="list-style-type: none"> <li>• Cash to be picked up from the Clients either in sealed bag or count and carry model.</li> <li>• The genuineness of the cash collected from the Client lies with the Agency in the count and carry model and lies with the Client in the case of sealed bag model.</li> </ul> <p><b>Merger and Vaulting:</b></p> <ul style="list-style-type: none"> <li>• If the vaulting option is not agreed by the Client, the cash will be collected up to 3 p.m. and will be deposited (with/without merger) in the designated branch on the same day</li> <li>• If the vaulting option is selected by the Client, the cash will be collected at an agreed time from the Client and will be kept in the vault of the Agency</li> <li>• Cash collected from all the Clients who have agreed for count and carry model, can be merged in the Agency's vault under CCTV and kept in the vault overnight. The collected cash will be deposited to the respective branch on T+1 day.</li> <li>• In case of Clients who have not agreed for count and carry model, the sealed bags collected shall be kept in the Agencies vault and deposited in sealed condition next day in the branch if the client agreed for T+1 credit.</li> <li>• A single remittance along with all the deposit slips are to be deposited in the</li> </ul> |

|   |                                                                           |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |
|---|---------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
|   |                                                                           | <p>designated branch on the next working day.</p> <p><b>Burial:</b></p> <ul style="list-style-type: none"> <li>• Under this arrangement, the Agency instead of depositing the collected cash in our Bank, the Agency remits funds (RTGS, NEFT etc) to our Bank on the next working day as per agreed terms and submit the MIS to the Bank.</li> <li>• The cash can be deployed for replenishment of ATMs, deposited in the needy bank etc.</li> <li>• The said cash should not be deposited in the Agencies account with SBI.</li> </ul> <p><b>Same day credit arrangement:</b></p> <p>Integration with bank system, either a chron-job or API integration, to automate MIS of client wise collection. Bidder to work in collaboration with bank to set-up automated MIS within 90 days from start of contract or whenever required within 60 days.</p> |
| 2 | Description of Deliverables                                               | <b>Not Applicable</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   |
| 3 | Third-Party Components                                                    | <b>Not Applicable</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   |
| 4 | Term of the Project – Project Schedule; Milestones and delivery locations | <b>Not Applicable</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   |
| 5 | Annual Maintenance (AMC) Term                                             | <b>Not Applicable</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   |
| 6 | Integration / Migration Requirements with existing systems                | <i>Specific requirement related to Transition/migration from one platform to another platform in future <b>for example:</b> use of software/hardware pertaining to old platform to new platform without any additional cost to the Bank</i>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             |
| 7 | Help Desk Requirements                                                    | a) 24 * 7* 365 days per year support facility                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |

|    |                                                          |                                                                                                                                                                                                                                                                                              |
|----|----------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
|    |                                                          | <p>b) Bidder support staff should be well trained to effectively handle queries raised by the Bank customer / employees etc</p> <p>c) Escalation Matrix to be shared by the Selected Bidder</p>                                                                                              |
| 8  | MIS Report Generation requirement                        | The <b>Appointed Agency</b> will provide daily MIS of PAN INDIA collections to SBI CMP Operations Centre Hyderabad and also provide daily Customer Wise PAN INDIA MIS to all the respective clients <b><u>latest by 8.00 pm on the same day</u></b>                                          |
| 9  | In case of Transaction System                            | <i>Not Applicable</i>                                                                                                                                                                                                                                                                        |
| 10 | Performance Requirements                                 | <i>Bidders should adhere to the timelines for providing services</i>                                                                                                                                                                                                                         |
| 11 | Scalability Requirements                                 | <i>To be scalable as per Bank's future requirement.</i>                                                                                                                                                                                                                                      |
| 12 | Regulatory / Compliance Requirements                     | All <b>RBI, MHA, local State Government guidelines</b> etc. to be complied with                                                                                                                                                                                                              |
| 13 | Security Requirements                                    | <i>As defined in the SLA</i>                                                                                                                                                                                                                                                                 |
| 14 | Limited Trial / Pilot Requirements                       | <i>Not Applicable</i>                                                                                                                                                                                                                                                                        |
| 15 | Backup system / POC / test & training system / DR system | <i>BCP/DRP to be in place.</i>                                                                                                                                                                                                                                                               |
| 16 | Training                                                 | The <b>Appointed Agency</b> shall provide training to their agents/employees in detection of fake/mutilated currency notes. SBI may provide necessary details, if needed, to the <b>Appointed Agency</b>                                                                                     |
| 17 | Payment schedule                                         | The appointed agency should submit the monthly invoices by 10 <sup>th</sup> of the succeeding month. The Bank will pay properly submitted valid invoices within reasonable period but not exceeding 30 (thirty) days after its receipt thereof. All payments shall be made in Indian Rupees. |

**Appendix-F**

**Price Bid**

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

Name of the Bidder:

**STATEMENT FOR SUBMISSION OF BIDS**

**Cash Pickup Charges for the Centres which are yet to implement RBI Guidelines:**

| S-N | Cash Carrying Slab (Rs. in lacs)                | TIER "A" CITIES           |                     | TIER "B" CITIES           |                     | TIER "C" CITIES           |                     |
|-----|-------------------------------------------------|---------------------------|---------------------|---------------------------|---------------------|---------------------------|---------------------|
|     |                                                 | Beat Cash Pick-up / month | Cash pick-up / Call | Beat Cash Pick-up / month | Cash pick-up / Call | Beat Cash Pick-up / month | Cash pick-up / Call |
| 1   | Upto Rs.0.50                                    |                           |                     |                           |                     |                           |                     |
| 2   | 0.51 to 1.00                                    |                           |                     |                           |                     |                           |                     |
| 3   | 1.01 to 2.00                                    |                           |                     |                           |                     |                           |                     |
| 4   | 2.01 to 4.00                                    |                           |                     |                           |                     |                           |                     |
| 5   | 4.01 to 6.00                                    |                           |                     |                           |                     |                           |                     |
| 6   | 6.01 to 8.00                                    |                           |                     |                           |                     |                           |                     |
| 7   | 8.01 to 10.00                                   |                           |                     |                           |                     |                           |                     |
| 8   | 10.01 to 20.00                                  |                           |                     |                           |                     |                           |                     |
| 9   | 20.01 to 50.00                                  |                           |                     |                           |                     |                           |                     |
| 10  | 50.01 to 100.00                                 |                           |                     |                           |                     |                           |                     |
| 11  | 100.01 to 200                                   |                           |                     |                           |                     |                           |                     |
| 12  | 200.01 to 500                                   |                           |                     |                           |                     |                           |                     |
| 13  | Excess cash pickup charges ( rate @ Rs /1000/-) |                           |                     |                           |                     |                           |                     |
| 14  | Additional KMs charge outside city limits       |                           |                     |                           |                     |                           |                     |



|    |                                                                                        |  |  |  |  |  |  |
|----|----------------------------------------------------------------------------------------|--|--|--|--|--|--|
| 15 | Additional Charges for Coin Counting per 100 piece over base price                     |  |  |  |  |  |  |
| 16 | % of base price in case of Holidays and Sundays                                        |  |  |  |  |  |  |
| 17 | % of base price in case of Counting at Customers premises                              |  |  |  |  |  |  |
| 18 | % of base proceed in case of CCV (Cash counting and Verification) at Customer premises |  |  |  |  |  |  |
| 19 | % of base price in case of processing of Cash                                          |  |  |  |  |  |  |
| 20 | % of base price in case of Cash picked up beyond the per pick up limit                 |  |  |  |  |  |  |

**Cash Pickup with Merger Charges for the Centres which are yet to implement  
RBI Guidelines:**

| S-<br>N | Cash Carrying<br>/ Merger Slab<br>(Rs. in lacs)                                | TIER "A" CITIES                             |                                                | TIER "B" CITIES                             |                                                   | TIER "C" CITIES                             |                                                   |
|---------|--------------------------------------------------------------------------------|---------------------------------------------|------------------------------------------------|---------------------------------------------|---------------------------------------------------|---------------------------------------------|---------------------------------------------------|
|         |                                                                                | Beat<br>Cash<br>Pick-up<br>Merger/<br>month | Cash pick-<br>up Merger<br>charges<br>per Call | Beat<br>Cash<br>Pick-up<br>Merger/<br>month | Cash pick-<br>up<br>Merger<br>charges<br>per Call | Beat<br>Cash<br>Pick-up<br>Merger/<br>month | Cash pick-<br>up<br>Merger<br>charges<br>per Call |
| 1       | Upto Rs.0.50                                                                   |                                             |                                                |                                             |                                                   |                                             |                                                   |
| 2       | 0.51 to 1.00                                                                   |                                             |                                                |                                             |                                                   |                                             |                                                   |
| 3       | 1.01 to 2.00                                                                   |                                             |                                                |                                             |                                                   |                                             |                                                   |
| 4       | 2.01 to 4.00                                                                   |                                             |                                                |                                             |                                                   |                                             |                                                   |
| 5       | 4.01 to 6.00                                                                   |                                             |                                                |                                             |                                                   |                                             |                                                   |
| 6       | 6.01 to 8.00                                                                   |                                             |                                                |                                             |                                                   |                                             |                                                   |
| 7       | 8.01 to 10.00                                                                  |                                             |                                                |                                             |                                                   |                                             |                                                   |
| 8       | 10.01 to 20.00                                                                 |                                             |                                                |                                             |                                                   |                                             |                                                   |
| 9       | 20.01 to 50.00                                                                 |                                             |                                                |                                             |                                                   |                                             |                                                   |
| 10      | 50.01 to<br>100.00                                                             |                                             |                                                |                                             |                                                   |                                             |                                                   |
| 11      | 100.01 to 200                                                                  |                                             |                                                |                                             |                                                   |                                             |                                                   |
| 12      | 200.01 to 500                                                                  |                                             |                                                |                                             |                                                   |                                             |                                                   |
| 13      | Excess cash<br>pickup<br>charges ( rate<br>@ Rs /1000/-)                       |                                             |                                                |                                             |                                                   |                                             |                                                   |
| 14      | Additional<br>KMs charge<br>outside city<br>limits                             |                                             |                                                |                                             |                                                   |                                             |                                                   |
| 15      | Additional<br>Charges for<br>Coin Counting<br>per 100 piece<br>over base price |                                             |                                                |                                             |                                                   |                                             |                                                   |
| 16      | % of base<br>price in case of<br>Holidays and<br>Sundays                       |                                             |                                                |                                             |                                                   |                                             |                                                   |





|    |                                                                                        |  |  |  |  |  |  |
|----|----------------------------------------------------------------------------------------|--|--|--|--|--|--|
| 17 | % of base price in case of Counting at Customers premises                              |  |  |  |  |  |  |
| 18 | % of base proceed in case of CCV (Cash counting and Verification) at Customer premises |  |  |  |  |  |  |
| 19 | % of base price in case of processing of Cash                                          |  |  |  |  |  |  |
| 20 | % of base price in case of Cash picked up beyond the per pick up limit                 |  |  |  |  |  |  |

**Cash Pickup Charges for RBI guidelines implemented centres:**

| S-<br>N | Cash Carrying<br>Slab<br>(Rs. in lacs)                                         | TIER “A” CITIES                    |                         | TIER “B” CITIES                    |                         | TIER “C” CITIES                    |                         |
|---------|--------------------------------------------------------------------------------|------------------------------------|-------------------------|------------------------------------|-------------------------|------------------------------------|-------------------------|
|         |                                                                                | Beat<br>Cash<br>Pick-up<br>/ month | Cash pick-<br>up / Call | Beat<br>Cash<br>Pick-up<br>/ month | Cash pick-<br>up / Call | Beat<br>Cash<br>Pick-up<br>/ month | Cash pick-<br>up / Call |
| 1       | Upto Rs.0.50                                                                   |                                    |                         |                                    |                         |                                    |                         |
| 2       | 0.51 to 1.00                                                                   |                                    |                         |                                    |                         |                                    |                         |
| 3       | 1.01 to 2.00                                                                   |                                    |                         |                                    |                         |                                    |                         |
| 4       | 2.01 to 4.00                                                                   |                                    |                         |                                    |                         |                                    |                         |
| 5       | 4.01 to 6.00                                                                   |                                    |                         |                                    |                         |                                    |                         |
| 6       | 6.01 to 8.00                                                                   |                                    |                         |                                    |                         |                                    |                         |
| 7       | 8.01 to 10.00                                                                  |                                    |                         |                                    |                         |                                    |                         |
| 8       | 10.01 to 20.00                                                                 |                                    |                         |                                    |                         |                                    |                         |
| 9       | 20.01 to 50.00                                                                 |                                    |                         |                                    |                         |                                    |                         |
| 10      | 50.01 to<br>100.00                                                             |                                    |                         |                                    |                         |                                    |                         |
| 11      | 100.01 to 200                                                                  |                                    |                         |                                    |                         |                                    |                         |
| 12      | 200.01 to 500                                                                  |                                    |                         |                                    |                         |                                    |                         |
| 13      | Excess cash<br>pickup<br>charges ( rate<br>@ Rs /1000/-)                       |                                    |                         |                                    |                         |                                    |                         |
| 14      | Additional<br>KMs charge<br>outside city<br>limits                             |                                    |                         |                                    |                         |                                    |                         |
| 15      | Additional<br>Charges for<br>Coin Counting<br>per 100 piece<br>over base price |                                    |                         |                                    |                         |                                    |                         |
| 16      | % of base<br>price in case of<br>Holidays and<br>Sundays                       |                                    |                         |                                    |                         |                                    |                         |
| 17      | % of base<br>price in case of                                                  |                                    |                         |                                    |                         |                                    |                         |



|    |                                                                                        |  |  |  |  |  |  |
|----|----------------------------------------------------------------------------------------|--|--|--|--|--|--|
|    | Counting at Customers premises                                                         |  |  |  |  |  |  |
| 18 | % of base proceed in case of CCV (Cash counting and Verification) at Customer premises |  |  |  |  |  |  |
| 19 | % of base price in case of processing of Cash                                          |  |  |  |  |  |  |
| 20 | % of base price in case of Cash picked up beyond the per pick up limit                 |  |  |  |  |  |  |

**Cash Pickup with Merger charges for RBI guidelines implemented centres:**

| S-<br>N | Cash Carrying<br>/ Merger Slab<br>(Rs. in lacs)                                | TIER "A" CITIES                             |                                                | TIER "B" CITIES                             |                                                   | TIER "C" CITIES                             |                                                   |
|---------|--------------------------------------------------------------------------------|---------------------------------------------|------------------------------------------------|---------------------------------------------|---------------------------------------------------|---------------------------------------------|---------------------------------------------------|
|         |                                                                                | Beat<br>Cash<br>Pick-up<br>Merger/<br>month | Cash pick-<br>up Merger<br>charges<br>per Call | Beat<br>Cash<br>Pick-up<br>Merger/<br>month | Cash pick-<br>up<br>Merger<br>charges<br>per Call | Beat<br>Cash<br>Pick-up<br>Merger/<br>month | Cash pick-<br>up<br>Merger<br>charges<br>per Call |
| 1       | Upto Rs.0.50                                                                   |                                             |                                                |                                             |                                                   |                                             |                                                   |
| 2       | 0.51 to 1.00                                                                   |                                             |                                                |                                             |                                                   |                                             |                                                   |
| 3       | 1.01 to 2.00                                                                   |                                             |                                                |                                             |                                                   |                                             |                                                   |
| 4       | 2.01 to 4.00                                                                   |                                             |                                                |                                             |                                                   |                                             |                                                   |
| 5       | 4.01 to 6.00                                                                   |                                             |                                                |                                             |                                                   |                                             |                                                   |
| 6       | 6.01 to 8.00                                                                   |                                             |                                                |                                             |                                                   |                                             |                                                   |
| 7       | 8.01 to 10.00                                                                  |                                             |                                                |                                             |                                                   |                                             |                                                   |
| 8       | 10.01 to 20.00                                                                 |                                             |                                                |                                             |                                                   |                                             |                                                   |
| 9       | 20.01 to 50.00                                                                 |                                             |                                                |                                             |                                                   |                                             |                                                   |
| 10      | 50.01 to<br>100.00                                                             |                                             |                                                |                                             |                                                   |                                             |                                                   |
| 11      | 100.01 to 200                                                                  |                                             |                                                |                                             |                                                   |                                             |                                                   |
| 12      | 200.01 to 500                                                                  |                                             |                                                |                                             |                                                   |                                             |                                                   |
| 13      | Excess cash<br>pickup<br>charges ( rate<br>@ Rs /1000/-)                       |                                             |                                                |                                             |                                                   |                                             |                                                   |
| 14      | Additional<br>KMs charge<br>outside city<br>limits                             |                                             |                                                |                                             |                                                   |                                             |                                                   |
| 15      | Additional<br>Charges for<br>Coin Counting<br>per 100 piece<br>over base price |                                             |                                                |                                             |                                                   |                                             |                                                   |
| 16      | % of base<br>price in case of<br>Holidays and<br>Sundays                       |                                             |                                                |                                             |                                                   |                                             |                                                   |
| 17      | % of base<br>price in case of<br>Counting at                                   |                                             |                                                |                                             |                                                   |                                             |                                                   |



|    |                                                                                        |  |  |  |  |  |  |
|----|----------------------------------------------------------------------------------------|--|--|--|--|--|--|
|    | Customers premises                                                                     |  |  |  |  |  |  |
| 18 | % of base proceed in case of CCV (Cash counting and Verification) at Customer premises |  |  |  |  |  |  |
| 19 | % of base price in case of processing of Cash                                          |  |  |  |  |  |  |
| 20 | % of base price in case of Cash picked up beyond the per pick up limit                 |  |  |  |  |  |  |

**Cash Pickup with Merger and Vaulting charges for RBI guidelines implemented centres:**

| S-N | Cash Carrying / Vaulting Slab (Rs. in lacs)                        | TIER "A" CITIES                              |                                                   | TIER "B" CITIES                              |                                                   | TIER "C" CITIES                              |                                                   |
|-----|--------------------------------------------------------------------|----------------------------------------------|---------------------------------------------------|----------------------------------------------|---------------------------------------------------|----------------------------------------------|---------------------------------------------------|
|     |                                                                    | Beat Cash Pick-up Merger and Vaulting /month | Cash pick-up Merger and Vaulting charges per Call | Beat Cash Pick-up Merger and Vaulting /month | Cash pick-up Merger and Vaulting charges per Call | Beat Cash Pick-up Merger and Vaulting /month | Cash pick-up Merger and Vaulting charges per Call |
| 1   | Upto Rs.0.50                                                       |                                              |                                                   |                                              |                                                   |                                              |                                                   |
| 2   | 0.51 to 1.00                                                       |                                              |                                                   |                                              |                                                   |                                              |                                                   |
| 3   | 1.01 to 2.00                                                       |                                              |                                                   |                                              |                                                   |                                              |                                                   |
| 4   | 2.01 to 4.00                                                       |                                              |                                                   |                                              |                                                   |                                              |                                                   |
| 5   | 4.01 to 6.00                                                       |                                              |                                                   |                                              |                                                   |                                              |                                                   |
| 6   | 6.01 to 8.00                                                       |                                              |                                                   |                                              |                                                   |                                              |                                                   |
| 7   | 8.01 to 10.00                                                      |                                              |                                                   |                                              |                                                   |                                              |                                                   |
| 8   | 10.01 to 20.00                                                     |                                              |                                                   |                                              |                                                   |                                              |                                                   |
| 9   | 20.01 to 50.00                                                     |                                              |                                                   |                                              |                                                   |                                              |                                                   |
| 10  | 50.01 to 100.00                                                    |                                              |                                                   |                                              |                                                   |                                              |                                                   |
| 11  | 100.01 to 200                                                      |                                              |                                                   |                                              |                                                   |                                              |                                                   |
| 12  | 200.01 to 500                                                      |                                              |                                                   |                                              |                                                   |                                              |                                                   |
| 13  | Excess cash pickup charges ( rate @ Rs /1000/-)                    |                                              |                                                   |                                              |                                                   |                                              |                                                   |
| 14  | Additional KMs charge outside city limits                          |                                              |                                                   |                                              |                                                   |                                              |                                                   |
| 15  | Additional Charges for Coin Counting per 100 piece over base price |                                              |                                                   |                                              |                                                   |                                              |                                                   |
| 16  | % of base price in case of                                         |                                              |                                                   |                                              |                                                   |                                              |                                                   |



|    |                                                                                        |  |  |  |  |  |  |
|----|----------------------------------------------------------------------------------------|--|--|--|--|--|--|
|    | Holidays and Sundays                                                                   |  |  |  |  |  |  |
| 17 | % of base price in case of Counting at Customers premises                              |  |  |  |  |  |  |
| 18 | % of base proceed in case of CCV (Cash counting and Verification) at Customer premises |  |  |  |  |  |  |
| 19 | % of base price in case of processing of Cash                                          |  |  |  |  |  |  |
| 20 | % of base price in case of Cash picked up beyond the per pick up limit                 |  |  |  |  |  |  |

**Burial charges:**

| S-<br>N | Cash Carrying<br>Slab<br>(Rs. in lacs)                   | TIER "A" CITIES                                     |                                             | TIER "B" CITIES                                     |                                             | TIER "C" CITIES                                     |                                             |
|---------|----------------------------------------------------------|-----------------------------------------------------|---------------------------------------------|-----------------------------------------------------|---------------------------------------------|-----------------------------------------------------|---------------------------------------------|
|         |                                                          | Beat<br>Cash<br>Pick-up<br>with<br>Burial/<br>month | Cash pick-<br>up with<br>Burial per<br>Call | Beat<br>Cash<br>Pick-up<br>with<br>Burial/<br>month | Cash pick-<br>up with<br>Burial per<br>Call | Beat<br>Cash<br>Pick-up<br>with<br>Burial/<br>month | Cash pick-<br>up with<br>Burial per<br>Call |
| 1       | Upto Rs.0.50                                             |                                                     |                                             |                                                     |                                             |                                                     |                                             |
| 2       | 0.51 to 1.00                                             |                                                     |                                             |                                                     |                                             |                                                     |                                             |
| 3       | 1.01 to 2.00                                             |                                                     |                                             |                                                     |                                             |                                                     |                                             |
| 4       | 2.01 to 4.00                                             |                                                     |                                             |                                                     |                                             |                                                     |                                             |
| 5       | 4.01 to 6.00                                             |                                                     |                                             |                                                     |                                             |                                                     |                                             |
| 6       | 6.01 to 8.00                                             |                                                     |                                             |                                                     |                                             |                                                     |                                             |
| 7       | 8.01 to 10.00                                            |                                                     |                                             |                                                     |                                             |                                                     |                                             |
| 8       | 10.01 to 20.00                                           |                                                     |                                             |                                                     |                                             |                                                     |                                             |
| 9       | 20.01 to 50.00                                           |                                                     |                                             |                                                     |                                             |                                                     |                                             |
| 10      | 50.01 to<br>100.00                                       |                                                     |                                             |                                                     |                                             |                                                     |                                             |
| 11      | 100.01 to 200                                            |                                                     |                                             |                                                     |                                             |                                                     |                                             |
| 12      | 200.01 to 500                                            |                                                     |                                             |                                                     |                                             |                                                     |                                             |
| 13      | Excess cash<br>pickup<br>charges ( rate<br>@ Rs /1000/-) |                                                     |                                             |                                                     |                                             |                                                     |                                             |

Prescribed Mode of transport- Specially fabricated Vans as per RBI norms. Number of armed guards to be arranged in accordance with the RBI norms/ MHA guidelines

TIER "A" CITIES

All Four (04) Metros: New Delhi, Kolkata, Mumbai and Chennai

TIER "B" CITIES

All State Capitals & RBI guideline implemented cities

TIER "C" CITIES

All Others Places other than TIER "A" AND TIER "B" CITIES

i. The fee quoted shall be quoted only in Indian Rupees and should be **exclusive of all taxes.** The total cost of providing services mentioned under "Scope of Work" derived from above formats shall be considered for Commercial evaluation.





ii. Bank will not pay any amount which is not quoted in above Price bid. There will be no additional payment for taxes, duties, octroi etc. There will be no additional payment to the bidder for anything related to movements / visits/ presentations / knowledge transfer by the bidder or its officials.

Authorised Signatory

Seal of Company

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

Date:

To,

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

Dear Sir,

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

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

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

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

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

**Signature of authorised official**

**Name:**

**Company seal:**

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

1. THIS BANK GUARANTEE AGREEMENT executed at \_\_\_\_\_ this \_\_\_\_\_ day of \_\_\_\_\_ 2023 by \_\_\_\_\_ (Name of the Bank) \_\_\_\_\_ having its Registered Office at \_\_\_\_\_ and its Branch at \_\_\_\_\_ (hereinafter referred to as "the Guarantor", which expression shall, unless it be repugnant to the subject, meaning or context thereof, be deemed to mean and include its successors and permitted assigns) IN FAVOR OF State Bank of India, a Statutory Corporation constituted under the State Bank of India Act, 1955 having its Corporate Centre at State Bank Bhavan, Nariman Point, Mumbai and one of its offices at CMPOC, Hyderabad (procuring office address), hereinafter referred to as "SBI" which expression shall, unless repugnant to the subject, context or meaning thereof, be deemed to mean and include its successors and assigns).
2. WHEREAS M/s \_\_\_\_\_, incorporated under \_\_\_\_\_ Act having its registered office at \_\_\_\_\_ and principal place of business at \_\_\_\_\_ (hereinafter referred to as "Service Provider/ Vendor" which expression shall unless repugnant to the context or meaning thereof shall include its successor, executor & assigns) has agreed to provide Cash Pickup, Merger, Vaulting and Burial services (name of Service) (hereinafter referred to as "Services") to SBI in accordance with the Request for Proposal (RFP) No. **SBI/CMPRFP/2022-23/01 dated 30.03.2023.**
3. WHEREAS, SBI has agreed to avail the Services from Service Provider for a period of \_\_\_\_\_ year(s) subject to the terms and conditions mentioned in the RFP.
4. WHEREAS, in accordance with terms and conditions of the RFP/Purchase order/Agreement dated \_\_\_\_\_, Service Provider is required to furnish a Bank Guarantee for a sum of Rs. \_\_\_\_\_/- (Rupees \_\_\_\_\_ only) for due performance of the obligations of Service Provider in providing the Services, in accordance with the RFP/Purchase order/Agreement guaranteeing payment of the said amount of Rs. \_\_\_\_\_/- (Rupees \_\_\_\_\_ only) to SBI, if Service Provider fails to fulfill its obligations as agreed in RFP/Agreement.
5. WHEREAS, the Bank Guarantee is required to be valid for a total period of \_\_\_\_\_ months and in the event of failure, on the part of Service Provider, to fulfill any of its

commitments / obligations under the RFP/Agreement, SBI shall be entitled to invoke the Guarantee.

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

**NOW THIS GUARANTEE WITNESSETH THAT**

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

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

- i. Any neglect or forbearance on the part of SBI to Service Provider or any indulgence of any kind shown by SBI to Service Provider or any change in the terms and conditions of the Agreement or the Services shall not, in any way, release or discharge the Bank from its liabilities under this Guarantee.

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

**Notwithstanding anything contained herein above:**

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

**Yours faithfully,**

**For and on behalf of bank.**

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

**Appendix-I**

**Other terms and Penalties**

Particulars of penalties:

| <b>S. No</b> | <b>Particulars of Penalty / Default Item</b>                                     | <b>Amount / % of Bill</b>                                           |
|--------------|----------------------------------------------------------------------------------|---------------------------------------------------------------------|
| 1.           | Cash not collected / Client / point / day                                        | Rs. 1,000/-                                                         |
| 2.           | Cash collected but not deposited in time (delay / day)                           | Rs. 5,000/- or 2% of the cash collected / day (whichever is higher) |
| 3.           | Delay in remitting burial amount to Bank                                         | 2% of the cash collected / day                                      |
| 4.           | Delay in submission of bills (to be submitted by 10 <sup>th</sup> of each month) | Rs. 10,000/-                                                        |
| 5.           | Incorrect billing of Clients / instance                                          | Rs. 10,000/-                                                        |
| 6.           | Improper sorting and bundling / instance                                         | Rs. 10,000/-                                                        |
| 7.           | Incorrect format of bills                                                        | Rs. 5,000/-                                                         |
| 8.           | MIS not provided / Incorrect MIS provided / Delayed MIS                          | 1% of the monthly bill                                              |

**Note: In case of collected amount is not deposited in the branch in stipulated time, the amount along with penalty will be recovered from the monthly bills immediately**



**Service Level Agreement**

**AGREEMENT FOR CASH PICKUP, MERGER, VAULTING AND BURIAL  
SERVICES BY CASH PICKUP AGENCIES**

**BETWEEN**

**STATE BANK OF INDIA,  
CMP OPERATIONS CENTRE,  
“AISHWARYAM” SURVEY NO 26,  
LINGAMPALLY P.O. -HYDERABAD 500019**

**AND**

\_\_\_\_\_ 1

**Date of Commencement** : \_\_\_\_\_ 2

**Date of Expiry** : \_\_\_\_\_

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

2 Effective Date from which the Agreement will be operative.



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(Model template is attached. Updated SLA will be shared with successful bidders.)

### SERVICE LEVEL AGREEMENT

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

BETWEEN

**State Bank of India**, constituted under the State Bank of India Act, 1955 having its Corporate Centre at State Bank Bhavan, Madame Cama Road, Nariman Point, Mumbai-21 through its CMPOC- HYDERABAD hereinafter referred to as “**the Bank**” which expression shall, unless it be repugnant to the context or meaning thereof, be deemed to mean and include its successors in title and assigns of First Part:

AND

\_\_\_\_\_ <sup>3</sup> a private/public limited company/LLP/Firm ~~whichever is not applicable~~ incorporated under the provisions of the Companies Act, 1956/ Limited Liability Partnership Act 2008/ Indian Partnership Act 1932 ~~whichever is not applicable~~, having its registered office at \_\_\_\_\_ hereinafter referred to as “**Service Provider/ Vendor**”, which expression shall mean to include its successors in title and permitted assigns of the Second Part:

WHEREAS

- (i) “The Bank” is carrying on business in banking in India and overseas and desirous to avail services for Cash pickup, Merger, Vaulting and Burial Services<sup>4</sup>
- (ii) \_\_\_\_\_;
- (iii) \_\_\_\_\_; and
- (iv) Service Provider is in the business of providing Cash pickup, Merger, Vaulting and Burial Services and has agreed to provide the services as may be required by the Bank mentioned in the Request of Proposal (RFP) No. \_\_\_\_\_ dated \_\_\_\_\_ issued by the Bank along with its clarifications/ corrigenda, referred hereinafter as a “RFP” and same shall be part of this Agreement.

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

## 1. DEFINITIONS & INTERPRETATION

### 1.1 Definition

<sup>3</sup>Name & Complete Address ( REGISTERED OFFICE) of service Provider,

<sup>4</sup> Please provide the brief introduction, facts and circumstances which lead to the present agreement (preamble of the agreement).

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

- 1.1.1 **‘The Bank’** means the State Bank of India (including domestic branches and foreign offices), Subsidiaries and Joint Ventures, where the Bank has ownership of more than 50% of voting securities or the power to direct the management and policies of such Subsidiaries and Joint Ventures-
- 1.1.2 **“Bidder”** means an eligible entity/firm submitting the Bid in response to this RFP.
- 1.1.3 **“Proposal / Bid”** means the written reply or submission of response to this RFP.
- 1.1.4 **“Appointed Agency / Service Provider”** means a Selected Bidder under this RFP who will provide all services under the scope of work and deliverables as described in the RFP inclusive of services ancillary to the scope of work and other obligations covered under the RFP. It is the successful Bidder found eligible as per eligibility criteria set out in this RFP, whose Bid has been accepted and who has emerged as L1 Bidder as per the selection criteria set out in the RFP and to whom notification of award has been given by the Bank.
- 1.1.5 **“Assignment / job”** means the work to be performed by the Service Provider pursuant to the Contract.
- 1.1.6 **“Client”** means the customer of SBI to whom the cash pick up/delivery service is provided.
- 1.1.7 **“Day”** means calendar day.
- 1.1.8 **“Dry run”**: It is an activity conducted by the Custodian of the Appointed Agency to locate the client’s office carrying his own ID card, to brief the cash pick up process followed by State Bank of India and its work flow and hands over his Authorisation Letter given by the Bank, list of photo identification of their authorised employees, adequate 4-ply Cash Deposit Slips and Hidden Code Identification Slips (HCIN Booklet) to the Client at Client’s location. On this day he fixes the mutually comfortable cash pick up time.
- 1.1.9 **“Parties”** means Party or Parties means the SBI or Bidder / Selected Bidder / Service Provider or both as the case may be.
- 1.1.10 **“Personel”** means professionals and support staff provided by the Service Provider or by any Sub-Service Provider and assigned to perform the Services or any part thereof. “Foreign Personnel” means such professionals and support staff who at the time of being so provided had their domicile outside India. “Domestic Personnel” means such professionals and support staff who at the time of being so provided had their domicile in India.
- 1.1.11 **“RFP”** means the RFP (this document) in its entirety, inclusive of any addenda/modification/ clarification/amendment that may be issued by the Bank.

1.1.12 **“The Contract”** means the agreement entered into between the Bank and Service Provider, as recorded in the Contract Form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein.

1.1.13 **“Services”** means all services, scope of work and deliverables to be provided by a Bidder as described in the RFP and include provision of technical assistance, training, certifications, auditing and other obligation of Service Provider covered under this RFP.

1.1.14 T is the date of cash collected by the Appointed Agency and T+0 is the same day and T+1 is the next working day.

## 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.

## 1.3 Commencement, Term & Change in Terms

- 1.3.1 This Agreement shall commence from its date of execution mentioned above/ be deemed to have commenced from \_\_\_\_\_ (Effective Date).
- 1.3.2 This Agreement shall be in force for a period of Three (3) year(s) from Effective Date, unless terminated by the Bank by notice in writing in accordance with the termination clauses of this Agreement.
- 1.3.3 The Bank shall have the right at its discretion to renew this Agreement in writing, for a further term on the mutually agreed terms & conditions.

## 2. SCOPE OF WORK

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

## 3. FEES /COMPENSATION

### 3.1 Professional fees

- 3.1.1 Service Provider shall be paid fees and charges in the manner detailed in here under, the same shall be subject to deduction of income tax thereon wherever required under the provisions of the Income Tax Act by the Bank. The remittance of amounts so deducted and issuance of certificate for such deductions shall be made by the Bank as per the laws and regulations for the time being in force. Nothing in the Agreement shall relieve Service Provider from his responsibility to pay any tax that may be levied in India on income and profits made by Service Provider in respect of this Agreement.
- 3.1.2 The Service Provider shall submit monthly invoice along with detailed client wise MIS as per the format provided by the bank (**ANNEXURE G**) after completion of every month within 10 days. Bank after scrutinising the invoice with MIS submitted by the service provider shall pay the bills.
- 3.1.3 In case of any discrepancy in Invoices, submitted by the Service provider, Bank reserves full right to recover the excess paid amount in the forthcoming bills of the service providers.

- 3.2 All duties and taxes (excluding<sup>5</sup> \_\_\_\_\_ or any other tax imposed by the Government in lieu of same), if any, which may be levied, shall be borne by Service Provider and Bank shall not be liable for the same. All expenses, stamp duty and other charges/ expenses in connection with execution of this Agreement shall be borne by Service Provider. \_\_\_\_\_ *<insert tax payable by the Bank>* or any other tax

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<sup>5</sup> Please determine the applicability of the taxes.

imposed by the Government in lieu of same shall be borne by the Bank on actual upon production of original receipt wherever required.

- 3.3 Service Provider shall provide a clear description quantifying the service element and goods element in the invoices generated by them.

### 3.4 **Payments**

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

3.4.2 The Bank may withhold payment of any product/services that it disputes in good faith and may set-off penalty amount or any other amount which Service Provider owes to the Bank against amount payable to Service provider under this Agreement. However, before levying penalty or recovery of any damages, the Bank shall provide a written notice to Service Provider indicating the reasons for such penalty or recovery of damages. Service Provider shall have the liberty to present its case in writing together with documentary evidences, if any, within 30 (Thirty) days. Penalty or damages, if any, recoverable from Service Provider shall be recovered by the Bank through a credit note or revised invoices. In case Service Provider fails to issue credit note/ revised invoice, the Bank shall have right to withhold the payment or set-off penal amount from current invoices.

### 3.5 **Bank Guarantee and Penalties:**

3.5.1 Service Provider shall furnish performance security in the form of Bank Guarantee for an amount of Rs. Three Hundred lakhs valid for a period of three year(s) three month(s) from a Scheduled Commercial Bank other than State Bank of India in a format provided/ approved by the Bank.

3.5.2 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 invoking of Bank Guarantee.

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

- 3.5.4 Performance of the obligations under the Agreement shall be made by Service Provider in accordance with the time schedule<sup>6</sup> specified in this Agreement.
- 3.5.5 Service Provider shall be liable to pay penalty at the rate mentioned in **Annexure-E** in respect of any delay beyond the permitted period in providing the Services.
- 3.5.6 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.

| S. No | Particulars of Penalty / Default Item                                            | Amount / % of Bill                                                  |
|-------|----------------------------------------------------------------------------------|---------------------------------------------------------------------|
| 1.    | Cash not collected / Client / point / day                                        | Rs. 1,000/-                                                         |
| 2.    | Cash collected but not deposited in time (delay / day)                           | Rs. 5,000/- or 2% of the cash collected / day (whichever is higher) |
| 3.    | Delay in remitting burial amount to Bank                                         | 2% of the cash collected / day                                      |
| 4.    | Delay in submission of bills (to be submitted by 10 <sup>th</sup> of each month) | Rs. 10,000/-                                                        |
| 5.    | Incorrect billing of Clients / instance                                          | Rs. 10,000/-                                                        |
| 6.    | Improper sorting and bundling / instance                                         | Rs. 10,000/-                                                        |
| 7.    | Incorrect format of bills                                                        | Rs. 5,000/-                                                         |
| 8.    | MIS not provided / Incorrect MIS provided / Delayed MIS                          | 1% of the monthly bill                                              |

**Note: In case of collected amount is not deposited in the branch in stipulated time, the amount along with penalty will be recovered from the monthly bills immediately**

## 4 LIABILITIES/OBLIGATION

### 4.1 The Bank's Duties /Responsibility(if any)

- (i) Processing and authorising invoices
- (ii) \_\_\_\_\_

### 4.2 Service Provider Duties

- (i) Service Delivery responsibilities
  - (a) To adhere to the service levels documented in this Agreement.
  - (b) Service Provider shall *ensure that* Service Provider's personnel and its sub-contractors (if allowed) 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 behavior, work

<sup>6</sup> Please ensure that the time scheduled is suitably incorporated in the Agreement.

- schedules, security procedures and other standards, policies and procedures as established by the Bank from time to time.
- (c) Service Provider agrees and declares that it shall be the sole responsibility of Service Provider to comply with the provisions of all the applicable laws, concerning or in relation to rendering of Services by Service Provider as envisaged under this Agreement.
  - (d) Service Provider agrees and declares that it shall be the sole responsibility of Service Provider to comply with the provisions of all the applicable laws, concerning or in relation to rendering of Services by Service Provider as envisaged under this Agreement.
- (ii) Security Responsibility
- (a) To maintain the confidentiality of the Bank's resources and other intellectual property rights.
  - (b) Service provider shall implement and maintain reasonable security practises as guided by RBI or MHA from time to time.
  - (c) Service provider shall not share or store Bank's material including confidential information inside or outside the geographical boundary of India or in/with a public cloud.

## 5 REPRESENTATIONS & WARRANTIES

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

- 5.1.1 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.
- 5.1.2 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.
- 5.1.3 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.
- 5.1.4 It will provide such cooperation as the other Party reasonably requests in order to give full effect to the provisions of this Agreement.



- 5.1.5 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.

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

- 5.2.1 Service Provider shall perform the Services and carry out its obligations under the Agreement with due diligence, efficiency and economy, in accordance with generally accepted techniques and practices used in the industry and with professional standards recognized by international professional bodies and shall observe sound management practices. It shall employ appropriate advanced technology and safe and effective equipment, machinery, material and methods.
- 5.2.2 Service Provider has the requisite technical and other competence, sufficient, suitable, qualified and experienced manpower/personnel and expertise in providing the Services to the Bank.
- 5.2.3 Service Provider shall duly intimate to the Bank immediately, the changes, if any in the constitution of Service Provider.
- 5.2.4 Service Provider warrants that to the best of its knowledge, as on the Effective Date of this Agreement, the services and products provided by Service Provider to the Bank do not violate or infringe any patent, copyright, trademarks, trade secrets or other intellectual property rights of any third party.
- 5.2.5 Service provider shall ensure that all persons, employees, workers and other individuals engaged by or sub-contracted (if allowed) by 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 Service provider unless such person is found to be suitable in such verification and Service Provider shall retain the records of such verification and shall produce the same to the Bank as and when requested.
- 5.2.6 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.
- 5.2.7 Service Provider warrants that it shall be solely liable and responsible for compliance of applicable Labour Laws in respect of its employee, agents, representatives and sub-contractors (if allowed) and in particular laws relating to terminal benefits such as pension, gratuity, provident fund, bonus or other benefits to which they may be entitled and the laws relating to contract labour, minimum wages, etc., and the Bank shall have no liability in this regard.



## **6 GENERAL INDEMNITY**

- 6.1 Service Provider agrees and hereby keeps the Bank indemnified against all claims, actions, loss, damages, costs, expenses, charges, including legal expenses (Attorney, Advocates fees included) which the Bank may suffer or incur on account of (i) Services Provider's breach of its warranties, covenants, responsibilities or obligations; or (ii) breach of confidentiality obligations mentioned in this Agreement; or (iii) any wilful misconduct and gross negligent acts / on account of any deficiency in Services rendered by Service Provider or any acts of Commission / omission on the part of employees, agents, representatives or sub-contractors (if allowed) of Service Provider. Service Provider agrees to make good the loss suffered by the Bank in this regard which shall be final conclusive and binding on Service Provider.
- 6.2 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 within reasonable time. The Bank shall report as far as possible all material defects to Service Provider without undue delay. Service Provider also undertakes to co-operate with other service providers thereby ensuring expected performance covered under scope of work.
- 6.3 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, 58 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.
- 6.4 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.
- 6.5 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.
- 6.6 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 trademark, 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):
- 6.6.1 The Bank shall promptly notify the Service Provider in writing of any allegations of infringement of which it has notice.

6.6.2 The Bank shall not make any admission of claims causing prejudice to the defence of the Service Provider against such claims without the Service Provider's prior written consent.

## **7 CONTINGENCY PLANS**

7.1 Service Provider shall arrange and ensure proper attrition plan and other contingency plans to meet any unexpected obstruction to Service Provider or any employees or sub-contractors (if allowed) of Service Provider in rendering the Services or any part of the same under this Agreement to the Bank. Service Provider at Banks discretion shall cooperate with the Bank in case on any contingency.

7.2 Service provider shall have defined business continuity management and disaster recovery procedures in place for effective handling of critical business processes in situation of any incident disrupting the services under this agreement. Service Provider shall carry out periodic drill activity to ensure the effectiveness of business continuity management and disaster recovery procedures and report of such activities shall be shared with the Bank.

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

7.4 In the event of this Agreement comes to end on account of termination or by the expiry of the term/ renewed term of the Agreement or otherwise, the Service Provider shall render all reasonable assistance and help to the Bank and to any new contractor engaged by the Bank, for the smooth switch over and continuity of the Services.

7.5 In the event of failure of the Service Provider to render the Service, without prejudice to any other right the Bank shall have as per this Agreement, the Bank at its sole discretion may make alternative arrangements for getting the Services from any other source. And if the Bank gives a prior notice to the Service Provider before availing such service from any other alternative source, the Service Provider shall liable to reimburse the expenses, if any incurred by the Bank in availing such services from the alternative source.

### **7.6 BUSINESS CONTINUITY AND OPERATIONAL RESILIENCE (BC&OR)**

7.6.1 Service provider shall maintain readiness and preparedness for business continuity on an ongoing basis.

7.6.2 Service provider shall develop and establish a robust framework for documenting, maintaining and testing business continuity annually and recovery procedures.

7.6.3 Service Provider shall undertake and test the Business Continuity and Disaster Recovery Plan at annual intervals, ensure occasional joint testing and recovery exercise with the link office as decided by the Bank.

## **8 TRANSITION REQUIREMENT: Not applicable**

## **9 LIQUIDATED DAMAGES**

If Service Provider fails to deliver and perform any or all the Services within the stipulated time, schedule as specified in this Agreement, the Bank may, without prejudice to its other remedies under the Agreement, and unless otherwise extension of time is agreed upon without the application of liquidated damages, deduct from the Monthly Bills, as liquidated damages a sum equivalent to 2 % of total Monthly Bills for delay of each day or part thereof maximum up to 12 % of total Monthly Bills. Once the maximum deduction is reached, the Bank may consider termination of the Agreement.

## **10 RELATIONSHIP BETWEEN THE PARTIES**

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

## **11 SUB CONTRACTING**

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

## 12 INTELLECTUAL PROPERTY RIGHTS

- 12.1 For any technology / software / product used/supplied by Service Provider for performing Services for the Bank as part of this Agreement, Service Provider shall have right to use as well as right to license such technology/ software / product. The Bank shall not be liable for any license or IPR violation on the part of Service Provider.
- 12.2 Without the Bank's prior written approval, Service provider will not, in performing the Services, use or incorporate link to or call or depend in any way upon, any software or other intellectual property that is subject to an Open Source or Copy left license or any other agreement that may give rise to any third-party claims or to limit the Bank's rights under this Agreement.
- 12.3 Subject to clause 36 (iv) and 36 (v) of this RFP, Service Provider shall, at its own expenses without any limitation, indemnify and keep fully and effectively indemnified the Bank against all costs, claims, damages, demands, expenses and liabilities whatsoever nature arising out of or in connection with all claims of infringement of Intellectual Property Right, including patent, trademark, copyright, trade secret or industrial design rights of any third party arising from the Services or use of the technology / software / products or any part thereof in India or abroad.
- 12.4 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 defence 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.
- 12.5 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 (if any) by the Bank.

**< Please delete whichever is not applicable in below clauses >**

- i. Service provider agrees that the Bank owns the entire right, title and interest to any inventions, designs, discoveries, writings and works of authorship, including all intellectual property rights, copyrights. Any work made under this RFP shall be deemed to be 'work made for hire' under any Indian/U.S. or any other applicable copyright laws.

- ii. The Intellectual Property Rights on the software code, copyright and source code for various applications/ interfaces developed under this RFP, and any other component/ framework/ middleware used/ developed as pre-built software assets to deliver the solution, shall belong to the Bank and the Bank shall have complete and unrestricted rights on such property. However, Service Provider shall hold All Intellectual Property rights in any pre-built software *per se*, except for those which have been assigned under this RFP.

### 13 INSPECTION AND AUDIT

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

- 13.1 The Selected Bidder (Service Provider) shall be subject to annual audit by internal/ external Auditors appointed by the Bank/ inspecting official from the Reserve Bank of India or any regulatory authority/ Bank's Bidder / Testing agency entrusted by the Bank, covering the risk parameters finalized by the Bank/such auditors in the areas of products ( IT Hardware/ Software) and services etc. provided to the Bank and Service Provider is required to submit such certification by such Auditors to the Bank. Service Provider and or his / their outsourced agents / sub – contractors (if allowed by the Bank) shall facilitate the same The Bank can make its expert assessment on the efficiency and effectiveness of the security, control, risk management, governance system and process created by Service Provider. Service Provider shall, whenever required by the Auditors, furnish all relevant information, records/data to them. All costs for such audit shall be borne by the Bank. Except for the audit done by Reserve Bank of India or any statutory/regulatory authority, the Bank shall provide reasonable notice not less than 7 (seven) days to Service Provider before such audit and same shall be conducted during normal business hours.
- 13.2 Where any Deficiency has been observed during audit of Service Provider on the risk parameters finalized by the Bank or in the certification submitted by the Auditors, it is agreed upon by Service Provider that it shall correct/ resolve the same at the earliest and shall provide all necessary documents related to resolution thereof and the auditor shall further certify in respect of resolution of the Deficiencies. It is also agreed that Service Provider shall provide certification of the auditor to the Bank regarding compliance of the observations made by the auditors covering the respective risk parameters against which such Deficiencies observed.
- 13.3 Service Provider further agrees that whenever required by the Bank, it will furnish all relevant information, records/data to such auditors and/or inspecting officials of the Bank/ Reserve Bank of India and/or any regulatory authority(ies). The Bank reserves

- the right to call for and/or retain any relevant information / audit reports on financial and security reviews with their findings undertaken by Service Provider. However, Service Provider shall not be obligated to provide records/ data not related to Services under the Agreement (e.g. internal cost breakup etc.).
- 13.4 The Bank may, at its discretion carry out a pre-inspection by a team of Bank officials or demand a demonstration of the services proposed on a representative model in Bidder's office as per specification provided by the Bank.
- 13.5 The Bank's at its discretion may carry out periodic inspection/quality checks on continual basis of Cash vaults at various centers and wherever necessary may advise changes to meet the specifications stipulated by the RBI/Bank for Cash vaults.
- 13.6 Nothing stated hereinabove shall in any way release the Bidder from any obligations under this contract.
- 13.7 Bank has right to audit the office/ vaults of service provider, relating to the deliverables of Service Provider to Bank under this agreement.
- 13.8 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.
- 13.9 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.
- 13.10 The Bank should have right to conduct surprise check of the Service Provider's activities in respect of the Services.
- 13.11 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 Reserve Bank of India and Indian Banks' Association.
- 13.12 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.
- 13.13 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.
- 13.14 Service Provider should have code of conduct for all their employees.
- 13.15 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.



- 13.16 The Service Provider should have/ obtain before commencement of the work, the requisite licences approvals, certificates from all statutory authorities including Municipal Labour/Commercial Tax/Gun Licenses/Vehicle Registration etc. valid for minimum of the entire duration of the agreement i.e. 1(one) year subject to renewal up to 3 years.
- 13.17 The appointed Service Provider shall be required to enter into a proper Non-Disclosure Agreement for this purpose with SBI as required in the format prescribed by SBI. The appointed Service Provider shall be responsible for any violation of the Non-Disclosure Agreement and shall be liable to SBI for the unauthorized disclosure/ use of the information/ data in the possession of the Service Provider.
- 13.18 For the purpose of this Agreement, Confidential information shall mean 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.
- 13.19 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.
- 13.20 "The Service Provider shall keep proper record of the receipt of Cash along with related stationery indicating, inter alia, client from whom received. Document number, if any, branch code of branch to which the collected Cash is eventually deposited etc.
- 13.21 The data to be stored in such a manner as to facilitate enquiry and report generation simple and quick.
- 13.22 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.
- 13.23 SERVICE PROVIDER has to maintain a Complaints and resolution register.
- 13.24 Complaints received by SBI Clients directly by the SERVICE PROVIDER to be shared with SBI immediately and resolution thereon.
- 13.25 No sub-contracting of any part of the Services by the SERVICE PROVIDER shall be allowed other than those specifically mentioned in this Agreement or agreed by the Bank in writing.
- 13.26 The HCIN slips should be under lock and key of the Station manager to prevent unauthorized access.
- 13.27 Care has to be taken that the slips should not be tampered and for identification it should be opened in the presence of both parties.
- 13.28 Strictly use only one HCIN Set at a time for one Customer/ Location.
- 13.29 If any part of the HCIN slip gets cancelled for any reason, then balance part B of the slips at the particular HCIN should also be duly cancelled to avoid any misuse.
- 13.30 The sealed bags and seals arranged by the Service Provider should be tamper proof and bear unique random number.

- 13.31 The custodian shall not hand over the acknowledgement in the event the client refuses to handover the amount and/ or replace the cut/ soiled/ mutilated/ defect/ tampered currency notes after the same have been pointed out by the Custodian to the client.
- 13.32 PAN Number of the client is to be mentioned on the deposit slip for Rs.50000/- and above. The custodian shall not accept any monies from the client in the event the customer does not mention the PAN Number on the deposit slip.
- 13.33 The deposit slips shall not be filled by the Service Provider (he may assist in guiding the client to fill the deposit slip).
- 13.34 SERVICE PROVIDER should appraise the Bank all frauds occurred along with Remedial action taken.
- 13.35 The Service Provider has to arrange for transit and fidelity and all required insurances at adequate level covering all cash pick-ups done on (or) after/ from the date of SPA. Transit Insurance to cover maximum cash pick up limit envisaged in the SPA and copies of insurance policies should be furnished to the Bank within 15 days from the date of execution of SPA.
- 13.36 The Pick up Service Provider has to provide the following at the time of Execution of Initial Service Provider Agreement (SPA) and at each annual Renewal time.
- 13.37 Security Guards Fitness Certificate --at the time of initial SPA and at each annual renewal.
- 13.38 Service Provider has to provide the entire escalation matrix for central office of the Service Provider and also the regional heads along with the name of the contact person, contact number and e-mail id and the same has to be updated as and when there is a change.
- 13.39 The Station manager should never be a custodian and should not be sent for cash pick up.

#### **14 CONFIDENTIALITY**

- 14.1 “Confidential Information” 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. It is further agreed that the information relating to the Bank and its customers is deemed confidential whether marked confidential or not.
- 14.2 All information relating to the accounts of the Bank's customers shall be confidential information, whether labeled as such or otherwise.
- 14.3 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.
- 14.4 Each party agrees that it will not disclose any Confidential Information received from the other to any third parties under any circumstances without the prior written consent of the other party unless such disclosure of Confidential Information is required by law, legal process or any order of any government authority. Service Provider in this connection, agrees to abide by the laws especially applicable to confidentiality of information relating to customers of Banks and the banks per-se, even when the disclosure is required under the law. In such event, the Party must notify the other Party that such disclosure has been made in accordance with law; legal process or order of a government authority.
- 14.5 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.
- 14.6 Each party may disclose the Confidential Information to its personnel solely for the purpose of undertaking work directly related to the Agreement. The extent of Confidential Information disclosed shall be strictly limited to what is necessary for those particular personnel to perform his/her duties in connection with the Agreement. Further each Party shall ensure that each personnel representing the respective party agree to be bound by obligations of confidentiality no less restrictive than the terms of this Agreement.
- 14.7 The non-disclosure obligations herein contained shall not be applicable only under the following circumstances:
- (i) Where Confidential Information comes into the public domain during or after the date of this Agreement otherwise than by disclosure by a receiving party in breach of the terms hereof.
  - (ii) Where any Confidential Information was disclosed after receiving the written consent of the disclosing party.
  - (iii) Where receiving party is requested or required by law or by any Court or governmental agency or authority to disclose any of the Confidential Information, then receiving party will provide the other Party with prompt notice of such request or requirement prior to such disclosure.
  - (iv) Where any Confidential Information was received by the receiving party from a third party which does not have any obligations of confidentiality to the other Party.

- (v) Where Confidential Information is independently developed by receiving party without any reference to or use of disclosing party's Confidential Information.
- 14.8 Receiving party undertakes to promptly notify disclosing party in writing any breach of obligation of the Agreement by its employees or representatives including confidentiality obligations. Receiving party acknowledges that monetary damages may not be the only and / or a sufficient remedy for unauthorized disclosure of Confidential Information and that disclosing party shall be entitled, without waiving any other rights or remedies, to injunctive or equitable relief as may be deemed proper by a Court of competent jurisdiction.
- 14.9 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.
- 14.10 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 Service Provider's performance under the Agreement.
- 14.11 Upon expiration or termination of the Agreement, all the Bank's proprietary documents, customized programs partially or wholly completed and associated documentation, or the Bank's materials which are directly related to any project under the Agreement shall be delivered to the Bank or at the Bank's written instruction destroyed, and no copies shall be retained by Service provider without the Bank's written consent.
- 14.12 The foregoing obligations (collectively referred to as "Confidentiality Obligations") set out in this Agreement shall survive the term of this Agreement and for a period of five (5) years thereafter provided Confidentiality Obligations with respect to individually identifiable information, customer's data of Parties or software in human-readable form (e.g., source code) shall survive in perpetuity.

## **15 OWNERSHIP – NOT APPLICABLE**

## **16 TERMINATION**

- 16.1 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:
- (a) If Service Provider fails to deliver any or all the obligations within the time period specified in the RFP/ Agreement, or any extension thereof granted by the Bank;
  - (b) If Service Provider fails to perform any other obligation(s) under the RFP / Agreement;
  - (c) Violations of any terms and conditions stipulated in the RFP / Agreement;
  - (d) 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 16.1 (a) to 16.1 (c), 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.
- 16.2 The Bank, by written notice of not less than 90 (ninety) days, may terminate the Agreement, in whole or in part, for its convenience. In the event of termination of the Agreement for the Bank's convenience, Service Provider shall be entitled to receive payment for the Services rendered (delivered) up to the effective date of termination.
- 16.3 In the event the Bank terminates the Contract Agreement in whole or in part for the breaches attributable to Service Provider, the bank may procure, upon such terms and in such manner, as it deems appropriate, Services similar to those undelivered and subject to limitation of liability clause of this RFP clause 20 Service Provider shall be liable to the Bank for any increase in costs for such similar Services. However, Service Provider, in case of part termination, shall continue the performance of the Agreement to the extent not terminated.
- 16.4 If the Contract is terminated under any termination clause, Service Provider shall handover all documents/ executable/ Bank's data or any other relevant information to the Bank in timely manner and in proper format as per scope of this RFP and shall also support the orderly transition to another vendor or to the Bank.
- 16.5 During the transition, Service Provider shall also support the Bank on technical queries/support on process implementation.
- 16.6 The Bank's right to terminate the Contract will be in addition to the penalties / liquidated damages and other actions as specified in this RFP.
- 16.7 The Bank shall have a right to terminate the Agreement immediately by giving a notice in writing to Service Provider in the following eventualities:
- a) If any Receiver/Liquidator is appointed in connection with the business of Service Provider or Service Provider transfers substantial assets in favor 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.
  - b) 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.
  - c) 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 employees.
  - d) 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.

- 16.3 In the event of the termination of the Agreement Service Provider shall be liable and responsible to return to the Bank all records, documents, data and information including Confidential Information pertains to or relating to the Bank in its possession.
- 16.4 In the event of termination of the Agreement for material breach, the Bank shall have the right to report such incident in accordance with the mandatory reporting obligations under the applicable law or regulations.
- 16.5 Upon termination or expiration of this Agreement, all rights and obligations of the Parties hereunder shall cease, except such rights and obligations as may have accrued on the date of termination or expiration; the obligation of indemnity; obligation of payment; confidentiality obligation; Governing Law clause; Dispute resolution clause; and any right which a Party may have under the applicable Law.
- 16.6 In the event of termination of the Agreement for any reason, Bank shall have the right to give suitable publicity to the same including advising the Indian Banks' Association & publishing in one National & Vernacular New Paper each as well, if so required.

## **17 DISPUTE REDRESSAL MACHANISM & GOVERNING LAW**

- 17.1 All disputes or differences whatsoever arising between the parties out of or in connection with this Agreement (including dispute concerning interpretation) or in discharge of any obligation arising out of the Agreement (whether during the progress of work or after completion of such work and whether before or after the termination of this Agreement, abandonment or breach of this Agreement), shall be settled amicably.
- 17.2 If the parties are not able to solve them amicably within 30 (thirty) days after dispute occurs as evidenced through the first written communication from any party notifying the other regarding the disputes. The same shall be referred to and be subject to the jurisdiction of competent courts at Hyderabad. The competent courts in Hyderabad shall have exclusive jurisdiction in this regard.
- 17.3 Service Provider shall continue work under the Agreement during the dispute resolution 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 competent court is obtained.
- 17.4 This Agreement shall be governed by laws in force in India. all disputes arising out of or in relation to this Agreement, shall be subject to the exclusive jurisdiction of the courts at **HYDERABAD** only.
- 17.5 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, in case of disagreement obligations mentioned in this clause shall be observed.

### **17.6 COMPLIANCE WITH LAWS**

- 17.6.1 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.

17.6.2 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.

## **18 POWERS TO VARY OR OMIT WORK**

18.1 No alterations, amendments, omissions, additions, suspensions or variations of the work (hereinafter referred to as variation) under the Agreement shall be made by Service provider except as directed in writing by Bank. The Bank shall have full powers, subject to the provision herein after contained, from time to time during the execution of the Agreement, by notice in writing to instruct Service provider to make any variation without prejudice to the Agreement. Service provider shall carry out such variations and be bound by the same conditions, though the said variations occurred in the Agreement documents. If any suggested variations would, in the opinion of Service provider, if carried out, prevent them from fulfilling any of their obligations under the Agreement, they shall notify the Bank, thereof, in writing with reasons for holding such opinion and Bank shall instruct Service provider to make such other modified variation without prejudice to the Agreement. Service provider shall carry out such variations and be bound by the same conditions, though the said variations occurred in the Agreement documents. If Bank confirms their instructions Service provider's obligations will be modified to such an extent as may be mutually agreed. If such variation involves extra cost, any agreed difference in cost occasioned by such variation shall be mutually agreed between the parties. In any case in which Service provider has received instructions from the Bank as to the requirement of carrying out the altered or additional substituted work, which either then or later on, will in the opinion of Service provider, involve a claim for additional payments, such additional payments shall be mutually agreed in line with the terms and conditions of the order.

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

## **19 WAIVER OF RIGHTS**

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

## 20 LIMITATION OF LIABILITY

- 20.1 The maximum aggregate liability of Service Provider, subject to clause 20.3, in respect of any claims, losses, costs or damages arising out of or in connection with this RFP/Agreement shall not exceed the total amount payable to the Service Provider in the *twelve* months period immediately preceding the event giving rise to such claims as on the date on which the claim so arises or amount of bank guarantee whichever is greater.
- 20.2 Under no circumstances shall either Party be liable for any indirect, consequential or incidental losses, damages or claims including loss of profit, loss of business or revenue.
- 20.3 The limitations set forth in Clause 20.1 shall not apply with respect to:
- (i) claims that are the subject of indemnification pursuant to Clause 12 (infringement);
  - (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;
  - (iv) Regulatory or statutory fines imposed by a Government or Regulatory agency for non-compliance of statutory or regulatory guidelines applicable to the Bank, provided such guidelines were brought to the notice of Service Provider.

For the purpose of clause 20.3(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.

“Wilful 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.



## **21 FORCE MAJEURE**

- 21.1 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.
- 21.2 For the purposes of this clause, 'Force Majeure' means and includes wars, insurrections, revolution, civil disturbance, riots, terrorist acts, public strikes, hartal, bundh, fires, floods, epidemic, quarantine restrictions, freight embargoes, declared general strikes in relevant industries, Vis Major, acts of Government in their sovereign capacity, impeding reasonable performance of Service Provider and / or sub-contractor but does not include any foreseeable events, commercial considerations or those involving fault or negligence on the part of the party claiming Force Majeure.
- 21.3 If Force Majeure situation arises, the non-performing Party shall promptly notify to the other Party in writing of such conditions and the cause(s) thereof. Unless otherwise agreed in writing, the non-performing Party shall continue to perform its obligations under the Agreement as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.
- 21.4 If the Force Majeure situation continues beyond 30 (thirty) days, either Party shall have the right to terminate the Agreement by giving a notice to the other Party. Neither Party shall have any penal liability to the other in respect of the termination of this Agreement as a result of an event of Force Majeure. However, Service Provider shall be entitled to receive payments for all services actually rendered up to the date of the termination of this Agreement.

## **22 NOTICES**

- 22.1 Any notice or any other communication required to be given under this Agreement shall be in writing and may be given by delivering the same by hand or sending the same by prepaid registered mail, postage prepaid, telegram or facsimile to the relevant address set forth below or such other address as each Party may notify in writing to the other Party from time to time. Any such notice given as aforesaid shall be deemed to be served or received at the time upon delivery (if delivered by hand) or upon actual receipt (if given by postage prepaid, telegram or facsimile).
- 22.2 A notice shall be effective when it is delivered or on the effective date of the notice, whichever is later.
- 22.3 The addresses for Communications to the Parties are as under.
- (a) In the case of the Bank  
The Deputy General Manager (Ops)  
State Bank of India,  
Survey no 26, PO Lingampally,  
CMPOC Hyderabad - 500019
  - (b) In case of Service Provider



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

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

## **23 GENERAL TERMS & CONDITIONS**

- 23.1 **PUBLICITY:** Service Provider may make a reference of the services rendered to the Bank covered under this Agreement on Service provider's Web Site or in their sales presentations, promotional materials, business plans or news releases etc., only after prior written approval from the Bank.
- 23.2 **SUCCESSORS AND ASSIGNS:** This Agreement shall bind and inure to the benefit of the parties, and their respective successors and permitted assigns.
- 23.3 **NON-HIRE AND NON-SOLICITATION:** During the term of this Agreement and for a period of 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) of the other party, or aid any third person to do so, without the specific written consent of the other party. 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.
- 23.4 **SEVERABILITY:** The invalidity or unenforceability of any provision of this Agreement shall not in any way effect, impair or render unenforceable this Agreement or any other provision contained herein, which shall remain in full force and effect. 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.
- 23.5 **MODIFICATION:** This Agreement may not be modified or amended except in writing signed by duly authorized representatives of each party with express mention thereto of this Agreement.
- 23.6 **ENTIRE AGREEMENT:** This Agreement constitutes the entire agreement between the Parties with respect to the subject matter thereof 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.

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

- a) This Agreement;
- b) Annexure of Agreement;
- c) Purchase Order No. \_\_\_\_\_ dated \_\_\_\_\_; and
- d) RFP

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

23.8 DUE AUTHORISATION: Each of the undersigned hereby represents to the other that she/ he is authorized to enter into this Agreement and bind the respective parties to this Agreement.

23.9 COUNTERPART: This Agreement is executed in duplicate and each copy is treated as original for all legal purposes.

23.10 ASSIGNMENT: Service provider shall not assign this agreement except with prior written consent of other party.

23.11 REPRESENTATIONS ON AUTHORITY: Each signatory to this agreement represents and warrants that he is duly authorised by the party for and on whose behalf he is signing this agreement to execute the same in a manner binding upon said party and that all corporate approvals including the requisite board resolutions and procedures necessary for vesting such authority in him have been duly obtained and complied with.

23.12 The Agency shall ensure all the operations are carried within the ambit of the process flow and SOP (Standard Operating Procedure) as has been defined herein and modification thereon prescribed from time-to-time by the bank through written or email instructions. The Agency shall be responsible for any deviation from the referred process flow / SOP and shall be liable to indemnify Bank against any loss (financial or otherwise) that may be incurred by the Bank as a result of such deviations and shall pay the penalty imposed by Bank within 3 working days of intimation by Bank

23.13 The Agency shall employ sufficient number of qualified and trained personnel to provide the Services under this Agreement in a prompt and efficient manner.

23.14 The Agency shall employ any person/ members for rendering of these services only after **antecedent check and police verification** is done and all such verification documents should be kept on record and produced to Bank on demand. The Agency shall ensure that

all its employees are reviewed by them internally on a periodic basis and documents pertaining to them shall be provided to Bank upon demand.

23.15 All the people employed/hired on the assignments should be under supervision of the Agency and the Agency shall be liable for all the acts of such persons.

23.16 The Agency shall ensure that necessary controls are in place to mitigate the risks (including fidelity risk) associated with the termination / resignation / replacement of its agents and employees assigned to provide the Services under this Agreement. In case any unauthorized representative of the Agency attempts to serve Bank or its Clients, and if the same is identified, the situation shall be dealt with severely. Bank shall be entitled to terminate the Services under this Agreement with immediate effect and/ or may impose monetary penalties for such amounts as deemed appropriate by Bank along with the claims made by the Client. The Agency shall be responsible to implement the requisite safeguards, processes and controls to mitigate the risk associated with the above.

23.17 The Agency shall withdraw or bar any of its employee(s) or agent(s) from rendering any Services under this Agreement if in the opinion of Bank, the quality of services rendered by the said personnel is not as per specifications of Bank or it is not in the interest of Bank that such personnel of the Agency continues to be involved in the said Services.

23.18 The Agency shall ensure that necessary controls and safeguards are in place to comply with the applicable laws, rules and regulations including the respective regulatory compliances updated from time to time with respect to cash processing, calibration of note sorting/ counting machines, vehicles, arms and ammunition, labour laws etc.

23.19 Bank will open Agency's account in its core system with reference to the Services provided by the Agency. These accounts would be used for accounting for cash vaulting in Agency's vaults overnight and the transactions of cash pickup/delivery services. The Agency is required to submit the daily cash report to Bank's CMP operations team. The Agency will ensure reconciliation of vault balances on a daily basis. The Agency shall also submit requisite certification with respect to the cash collected to Bank on demand. The Agency will continue to be responsible for upkeep, accounting, proper storage and obtaining insurance for the cash vaulted in the Agency's vault. The Agency shall not levy any vaulting charges on Bank for storing the cash in their vaults unless explicitly agreed by the Bank.

23.20 In the event of strikes / lockouts at the establishment of the Agency, the Agency shall bear all the expenses / damages / losses suffered by Bank and/or its Client(s) and shall also reimburse the claims made by the Client(s) in relation to loss suffered by them due the deficiency in Services on account of such strikes / lockouts pertaining to Door Step Banking (DSB).

- 23.21 On occurrence of any of the abovementioned events wherein the employees of the Agency have put forward some demands to the management of the Agency, the Agency shall, on demand by Bank, furnish the details of such demands and redressal steps taken by the Agency to resolve such unrests.
- 23.22 The Agency shall install the software as developed or provided by Bank or as suggested by Bank for operational convenience at all its service locations where the Agency intends to offer its Services to Bank. The software used by agency should be able to integrate with the bank's software application, whenever required and the agency software should be capable enough to match banks scalability. The operational costs shall be borne by the Agency. The Agency shall also ensure that all the transactions executed by them for Bank are routed through the software as desired by Bank.
- 23.23 The Agency may also develop software for their operational convenience, but the Agency should align the same with the software being used by Bank and bear all costs related to this integration and upgradation.
- 23.24 From time-to-time, Bank would give instructions to the Agency on behalf of the Clients of Bank. The Agency would ensure that the same are executed as per the standards laid down by Bank.
- 23.25 In the course of the Services, Bank will provide cash Deposit Slips to the Agency to facilitate smoother rendering of Services under this Agreement. On termination of services at any particular location, the Agency would be required to return all such items back to Bank along with all the other records maintained by them at their end. This shall be applicable even in case of termination of this Agreement. The Deposit Slips for executing the Services shall be delivered to the Clients by the Agency. These Deposit Slips would be made available to the Agency by Bank on periodic monthly basis at their desired location as per the schedule given by the Agency. However, monitoring of stock of Deposit Slips at various locations of Agency will be sole responsibility of the Agency.
- 23.26 Since the Agency is representing Bank while rendering the Services under this Agreement, the representatives of the Agency shall maintain decorum and display professional behavior at all times during service delivery.
- 23.27 There would be requirement for Clients to be educated/informed about certain processes, which would be undertaken by the Agency in the manner stipulated by Bank from time to time. The Agency shall ensure that the same is carried out in the manner desired by Bank.
- 23.28 The Agency shall not, without the prior written approval from the Bank, commence serving the Clients, which have been assigned to the Agency by Bank. The Agency shall

- also not quote any price in context to the Services pertaining to CMP to the Client(s) without explicit permission from Bank.
- 23.29 The Agency shall be responsible for the safety and security of the cash to be picked up from the Clients / vaulted and shall be required to ensure the reliability of the crew members involved in the processes under this Agreement. The Agency shall decide the modalities of related security arrangements viz. the vehicle type/make used for transit, number of crew members, guarding and security arrangements, etc. and shall ensure that the value of cash in transit is commensurate with the insurance obtained by the Agency for this purpose. In case of any loss or value/cash, the same shall be reimbursed by the Agency to Bank on same day of such loss being reported by Bank to the Agency.
- 23.30 The Agency shall be liable to pay to Bank the amounts of any loss incurred by Bank on the same day of identification of the event of loss and shall in parallel pursue the matter with the insurance company for settlement of the insurance claim amount. The detailed investigation may be carried out subsequently by the Insurance Agency and/or Bank with cooperation from the Agency.
- 23.31 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.
- 23.32 No failure or delay by any Party in exercising any right, power or privilege hereunder shall operate as a waiver thereof nor shall any single or partial exercise of any other right, power or privilege. The rights and remedies herein provided shall be cumulative and not exclusive of any rights or remedies provided by law.
- 23.33 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.
- 23.34 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.
- 23.35 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.
- 23.36 If this Agreement is signed in counterparts, each counterpart shall be deemed to be an original.
- 23.37 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.
- 23.38 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.



- 23.39 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.
- 23.40 Review of outsourced activity 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.
- 23.41 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.
- 23.42 All records pertaining to the services extended to the Bank and clients viz vouchers, Registers etc shall be retained with the Agency for a period of 10 years and shall be produced for verification as and when needed.
- 23.43 **Service Providers representation at CMPOC office for better coordination:** Further, to facilitate coordination with various cash pick up executives of agencies for resolution of issues related to MIS, each Agency to place their full time representative at CMPOC, Hyderabad office. This will facilitate resolution of issues quickly.

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:**

1.

2.

**ANNEXURE-A**

**SCOPE OF WORK**

**Services Required: Cash Pick-up, Merger, Vaulting and Burial Facilities:**

The services of Merger, Vaulting and Burial are to be provided at the centres where the **RBI and MHA guidelines** have been implemented by the Cash Pickup Agencies.

**Cash Pickup:**

- Cash to be picked up from the Clients either in sealed bag or count and carry model.
- The genuineness of the cash collected from the Client lies with the Agency in the count and carry model and lies with the Client in the case of sealed bag model.

**Merger and Vaulting:**

- If the vaulting option is not agreed by the Client, the cash will be collected up to 3 p.m. and will be deposited (with/without merger) in the designated branch on the same day
- If the vaulting option is selected by the Client, the cash will be collected at an agreed time from the Client and will be kept in the vault of the Agency
- Cash collected from all the Clients who have agreed for count and carry model, can be merged in the Agency's vault under CCTV and kept in the vault overnight. The collected cash will be deposited to the respective branch on T+1 day.
- In case of Clients who have not agreed for count and carry model, the sealed bags collected shall be kept in the Agencies vault and deposited in sealed condition next day in the branch if the client agreed for T+1 credit.
- A single remittance along with all the deposit slips are to be deposited in the designated branch on the next working day.

**Burial:**

- Under this arrangement, the Agency instead of depositing the collected cash in our Bank, the Agency remits funds (RTGS, NEFT etc) to our Bank on the next working day as per agreed terms.

- The cash can be deployed for replenishment of ATMs, deposited in the needy bank etc.
- The said cash should not be deposited in the Agencies account with SBI.

**Same day credit arrangement:**

Integration with bank system, either a chron-job or API integration, to automate MIS of client wise collection. Bidder to work in collaboration with bank to set-up automated MIS within 90 days from start of contract or whenever required within 60 days.

**Detailed Process Flow:**

**A) Cash Pickup:**

**Registration:**

1. SBI CMP Operations Centre, Hyderabad shall coordinate enrolment activity with the **Appointed Agency** through Letter of Intent (LOI) containing details of cash pick up services.
2. The **Appointed Agency** will confirm date of commencement of services at the client's request location. The **Appointed Agency** will confirm enrolment of client and activation of the services to SBI. Dry run will be taken one working day prior to actual date of commencement of services.

**Cash Pick Up Process Steps:**

3. **Client Requests for Cash Pick Up Facility for**
  - a. Regular Pick Ups
  - b. Evening Pick Ups
  - c. Holiday Pick Ups
  - d. Two / Multiple Pick Ups in a Day
  - e. On Call Basis
  - f. Extra Cash Pick Ups (i.e., more than the stipulated limit)
4. **CMP Operations Centre issues Letter of Intent (LOI) to Selected Agency and a copy to the clients Corporate Office. CMP Operations Centre sends a separate authorization letter to the authorized branch as well.**
5. **Client requests for a specific date for commencing the pickup at a specific location giving sufficient time to both the bank and the appointed agency for**
  - a) Arranging the Bank for feasibility from all THE APPOINTED AGENCIES
  - b) Revert from the **Appointed Agencies** for the feasibility report(s)



- c) Communicating to the Feasibility Report to the Client and getting confirmation to them
- d) Confirming to the **Appointed Agency** about the allotment of the client's given location through LOI and a copy to client
- e) Client to pass this LOI to their specific location
- f) The **Appointed Agency** will share the Authorization letter to SBI along with List of Custodians and their Copy of ID cards
- g) Sharing the same by SBI to the client for onward sharing to clients given location

**6. Dry Run exercise has to be completed at least one working day before the date of actual commencement of pick up.**

7. A day before at least and / or as mutually agreed by both the Bank, the **Appointed Agency** and client as well, dry run will be carried by the Custodian. During the Dry run the custodian of the **Appointed Agency** locates the client's office carrying his own ID Card to brief the cash pick up process followed by State Bank of India and its workflow and hands over his Authorization Letter given by the Bank, list of photo identification of their authorized employees, adequate 4 ply Cash Deposit Slips and Hidden Code Identification Slips (HCIN Booklet) to the Client at Client's Location. On this day he fixes the mutually comfortable cash pick up time.

**Detail Note on HCIN Booklet**

- a. HCIN Slips are of two parts (i) Part A (ii) Part B both are pre-printed with the Agency's name, Address and Contact number of Corporate Office of the Agency
- b. The slips shall contain provision for details like Seal Number, Seal Bag Number, Deposit Slip Number, Client Name, Client Address, Client Code, Client's PAN No., Amount in Figures (Denomination wise), Total Amount both in figures and words.
- c. Part A of the set shall remain with the Agency and Part B shall be delivered to the client at the time of Dry Run.
- d. Thereafter, either on monthly basis and / or fortnight basis the custodian delivers the HCIN slips of Part B to the Client.
- e. Every working day, Agency's base station shall issue part A of respective HCIN Slip on FIFO basis to the custodian as an Authorization.
- f. After reaching at Client's location, the custodian will hand over his Part A to the Client and the Client also will take out respective Part B from his HCIN set on FIFO Basis.
- g. Client shall match the number available in HCIN slips of both Part A and Part B.
- h. After matching the numbers, Part A shall be filled by the Agency and Part B shall be by the Client.



- i. All the columns shall be filled and they should match with each other.
  - j. Any correction / modifications / additions / deletions should be authenticated by both the Agency and the client as well wherever such alterations are there.
  - k. After filling the HCIN slips, they are exchanged with each other i.e., (i) The filled Part A of the Agency shall be handed over to the Client duly signed and sealed by the custodian and (ii) The filled Part B of the Client shall be handed over to the custodian duly signed and sealed by the Client to ensure at most security. The exchanged slips forms part of their documents for necessary proof for (i) the client – that the cash was handed over and obtained acknowledgement on Part A of the HCIN slip (ii) for the Agency they have accepted the cash and is used for internal process.
  - l. If for any reason any of HCIN slips get cancelled by any part i.e., either by the agency or by the client as well, they should be informed each other. (example: if one leave bearing serial number 5 of 30 gets cancelled in Part A at Agency, then balance Part B of the same serial also should be cancelled to avoid any misuse and a record needs to be maintained at both ends)
  - m. The HCIN slips should be under lock and key of the Station manager to prevent unauthorized access.
  - n. The station manager should never be a custodian and should not be sent for cash pick up.
- 8.** At the time of each pick up both the custodian and the client will mutually decide a comfortable time and custodian may keep inform the client before reaching the client location by giving sufficient time to client to be in readiness
- 9.** Client has to keep ready the cash pick up notes in packets of 100 pieces and the 4-ply deposit slip duly filled with all available details before the agency reaches the client location (seal number, seal bag number etc. will be filled subsequently).
- 10.** When the custodian reaches the client location, client has to verify the identity of the custodian of the **Appointed Agency** each time.
- 11.** Only after due satisfaction from both the ends the HCIN process has to be commenced
- 12.** After completing the formalities related to HCIN slips, the custodian will verify the data mentioned in the deposit slips and satisfies himself that the data filled is correct in all respects
- 13.** The custodian has to count the entire cash in the presence of the client itself and should satisfy himself both denominations wise, calculation wise and total wise as well as mentioned in the deposit slip and HCIN slip. The Clients would on best efforts basis provide the cash counting machine on their premises for undertaking this verification

activity. The Agency shall be liable to make good any discrepancies found in this cash when the same is processed by Bank and Bank will be entitled to recover such discrepant amount from the Agency. In case of sealed bag model, the discrepant amount shall be recovered from the Client by debiting client's account. The debit note shall be provided to the agency.

14. Deposit slip with corrections in the denomination, pieces and amounts are not acceptable and a fresh slip without corrections be accepted by the Agency.
15. After due satisfaction of the process, the client will keep the amount in the sealed bag and the bag will be sealed by the agent in the presence of the client and the seal number and bag number will be filled by the client itself on the 4-ply deposit slip and HCIN slip as well.
16. The agent will deliver the quadruplicate copy of the 4-ply deposit slip duly signed and sealed with date and time and hands over to the client and carries the remaining copies to the bank.

**(Important Note:** The deposit slips should not be put in the sealed bag along with cash. They should be carried separately in order to ensure that the bank staff to check prima facie details mentioned in the deposit slip tallies with authorization details given to the bank and both the seal and seal bag numbers also be tallied before opening the seal bag.)

**Other factors to be followed meticulously**

- (i) PAN Number of the client is to be mentioned on the deposit slip for Rs.50000 and above. The custodian shall not accept any monies from the client in the event the customer does not mention the PAN Number on the deposit slip.
- (ii) The sealed bags and seals arranged by the Agency should be tamper proof
- (iii) The seal should bear unique random number
- (iv) The deposit slips shall not be filled by the Agency (he may assist in guiding the client to fill the deposit slip)
- (v) The amount (including denomination) mentioned in both the HCIN slip and deposit slips should tally in all respects
- (vi) The custodian shall not hand over the acknowledgement in the event the client refuses to handover the amount and / or replace the cut / soiled / mutilated / defect / tampered currency notes after the same have been pointed out by the Custodian to the Client.
- (vii) After deposition at the authorized branch, the customer copy be handed over to the client latest by the next working day when they go for pick up
- (viii) Process of HCIN system shall be followed even in case of NIL or Zero Cash Pick Up i.e. HCIN is exchanged for NIL pickup also.
- (ix) Notes should not be stapled

- (x) Cash Deposit Slip should not be altered by the Agency at any point of time. Any claim on the bank and / or loss sustained by the Bank on all such alterations should be borne by the Agency
- (xi) Pick Up Agency should assist the branches in creating evidence for cash shortages due to fake / mutilated / soiled note(s)
- (xii) The agency should provide location wise daily MIS of the amount collected from the client and should reach the client as per the agreed time.

**Sealed bag model of cash pick up:** The agencies will count the entire loose notes in the presence of client and count denomination wise packets and also has to ensure that there are no mixture of notes in any of the packets and should satisfy himself both denominations wise, packets wise, calculation wise and total wise as well as mentioned in the deposit slip and HCIN slip.

**Count and Carry model of cash pick up:** The agencies will count the cash at the client's site and verify the genuineness/fake note detection of the notes and give acknowledgement to the client. This cash can be carried in a single bag and can be merged with other clients having count and carry facility.

**Besides above, where an Agency accepts and makes pick up at a location feasible for pick-up of cash during any time of a day with a pre-condition to deposit the same on next working day, the entire cash must be vaulted at the Agencies Location. As such, the pickup Agency must provide the following at the time of Execution of Initial Service Level Agreement (SLA) and at each annual Renewal time:**

- a) Indemnity Against Cash Losses – at the time of initial SLA
- b) Vault Fitness Certificate – at the time of initial SLA and at each annual renewal
- c) Security Guards Fitness Certificate – at the time of initial SLA and at each annual renewal
- d) List of Pan India Vaults with their capacities and insured values – at the time of initial SLA and at each annual renewal.
- e) A letter certifying that the insurance policies obtained for Vaults are adequate, valid and in force at the time Initial SLA and at each annual renewal and an undertaking to renew of the same timely. The insurance copies to be provided to CMPOC.

**17.** Once the cash is collected from the pickup location, the Agency shall be responsible for the safety and security of the cash collected until the same is deposited at the Bank's designated Branch.

**18.** The Agency's representative should handover the sealed bag containing the collected cash to the Bank branch's cashier at the cash counter only. At Bank's branch, the cashier

would conduct necessary due diligence of the sealed bag to ensure that the seal is not broken/tampered. Seal of the bag will be opened by the branch cashier/official only under CCTV.

19. Once the cash is deposited at the Bank's branch, the Agency's representative will be required to obtain an acknowledgement from the branch on the Agency and Client copy of the Deposit Slip. The copy of the acknowledged Deposit Slip will be retained by the Agency and furnished to the Bank on demand. The other acknowledged copy to be handed over to the client on the next visit of cash collection.
20. The Agency shall be liable for any shortages/ discrepancies identified by the Bank officials in the count and carry model (the cash which was counted and verified by the Agency at Client (s)'s premises) as per arrangement and the LOI. In addition to the above, the Agency shall also be liable for any discrepancies observed in cash collected due to various aberrations observed in the condition of bag or collection /delivery process. The Agency shall indemnify and hold the Bank harmless against any losses, damages, costs and expenses that may be incurred by Bank as a result of such discrepancies in cash collection.
21. The discrepancies reported by the Bank for count and carry model shall be made good by the Agency on the same days of receipt of the discrepancy. The Agency can make good the value of discrepant cash by depositing the requisite value at the mapped Bank branch on the same day of the discrepancy reporting. If the Agency fails to deposit such cash on the same day, the Bank shall be entitled to debit the discrepant amounts from the current account of the Agency. **If such amount is not made good within same day a daily penalty of 2% over and above such amount will be charged from the Agency Bills.**
22. The Agency would be required to provide a daily **detailed MIS (as per format provided in the Annexure G of the Draft Agreement attached to RFP document)** of the reconciled deposition (viz: name of the account, Client code, denomination details of notes, Deposit Slip, location etc) customized as per mutually agreed format and arrangement by the Bank before the communicated daily cut off time of CMPOC.
23. Agency shall ensure timely and accurate reporting of cash picked up to Bank through channels stipulated by Bank from time to time. In case of any delayed / incorrect reporting, the Agency will be liable to pay the Client's claim on actuals and also the penalty imposed by the Bank.

**24.** The Agency shall ensure that necessary controls and safeguards are adopted for the mode of confirmation, logistics and administration of HCIN or any such authentication tool which would include inter alia distribution, stock keeping, to Client and staff of Agency, relevant audit trails/system logs etc. The Agency shall be liable to indemnify Bank and/or the Client(s) and hold them harmless against any financial / non-financial loss incurred by Bank or by the Client due to deficiency and/or non-adherence to requisite controls and safeguards with respect to the various validation/authentication tools utilized for rendering of the Services. The Agency shall submit logs of unused deposit slips etc. as and when sought by Bank.

**B) Merging and Vaulting Process:**

1. The cash collected from various Clients, picked up in sealed bags in the same location, will be brought to the Agency's premises (Vaulting premise) for merging and processing. The Agency is responsible for the safety, security and upkeep of the cash collected until the same is deposited at the designated Branch.
2. Before breaking the seal of the sealed bags, seal number should be clearly captured in the CCTV for verification if needed. The seal number should be validated with the Deposit Slip by the Agency. It should be verified that the seals of the bags are intact. The sealed bags should be opened one by one in front of camera.
3. Once the cash collected from all the Clients is counted and verified, all the cash shall be sorted and merged in issuable and non-issuable categories for each denomination in packet of 100 and bundles of 1000 pieces (10 packets in each bundle). The parameters of issuable and non-issuable quality of cash will be as per the stipulation issued by the bank from time-to-time in writing or through email instructions. Each packet should bear a duly signed and stamped note slip of the Agency.
4. The processed/sorted/bundled cash should be deposited at the branch on the next working day in full packets and bundles (as prescribed by the bank from time to time). Loose cash will be deposited at the branch of Bank.
5. In case of exceptional cases, the Agency can, on obtaining approval from CMPOC, deposit the processed cash with other SBI Bank branches in the merging location. The Agency to maintain the above-mentioned approval on record and submit the same to Bank on demand.
6. The Agency representative should be present in the Branch to witness and oversee the processing of the cash deposited. The Agency shall be liable with respect to any

discrepancy identified by Bank while processing the cash and shall indemnify Bank against any losses incurred by Bank as a result of such discrepancies.

7. The Agency is required to ensure that requisite and satisfactory data and record keeping measures are adopted to cover all stages involved in the process viz. receipt of cash, counting and verification, recording of discrepancies, overnight storage, stock keeping and delivery of cash to Bank.
8. The CCTV recording for all discrepancies is required to be stored till the issues are sorted out and for normal case the CCTV footage should be stored for 90 days from the date of cash deposition at Bank and the same should be submitted to Bank on demand. The Agency is required to ensure the cameras used for the CCTVs are maintained properly for clarity such that the recordings are clearly visible.
9. In the event of failure on part of Agency in providing video footage within T+7 days or if the video footage does not clearly establish the discrepancy then the Agency is required to make good the discrepant amount disputed by the Client / Bank.

**SBI Branch – Cash deposit process steps:**

1. For sealed bag model, at SBI's branch, before opening the bag, Branch Cashier will scrutinize that the bag and the seal is intact and not tampered. He will also verify the Unique No. on the lock is matching with the number mentioned on the Cash Deposition Slips. **The Cash bag's seal will be opened by SBI Branch Cashier / Cash-in-Charge / Cash officer / Authorised Person of the branch only.**
2. (a) For count and carry model, any shortage found in the branch due to shortage of notes in real terms, and shortage due to mixture of lower denomination notes in high denominated packets will be the responsibility of the Agency only.  
  
(b) In case of only vaulting for sealed bags (sealed bags are vaulted and deposited at the Branch), any shortages found in the branch due to any discrepant notes, the client will be informed immediately about the discrepancy by the Agency and the bank will debit client's pooling account (advised by CMP Operations Centre in the Branch letter) for the discrepant amount. The discrepant notes will be given treatment as per RBI guidelines. The SBI branch will pass entries for the gross amount as per Cash Deposition Slip and separate debit for discrepant amount to pooling account, if any. However, the custodian is required to assist the Branch Staff in proving the genuineness of Cash Shortage due to Mutilated / Fake / discrepant Notes by witnessing the same.  
  
(c) Agency to collect the Debit Advice from the Branch for the short amount and hand over the same to the CMP Client positively on the next working day.



3. The Branch Identified Cashier will accept the cash and brand Cash Received Stamp/Date/Signature/Scroll Nos. on the Cash Deposition Slips (3 copies).
4. a) In the event of Cash Bag Seal tampered, the Branch Authorized Cashier/Single Window Operator should make necessary noting on the deposit slips before opening the bag and the same must be acknowledged by the Agency. If the Agent is not acknowledging the same then the fact should be brought to the notice of immediate controller preferably Branch Manager / CMP Officer / Client / CMP Operations Centre, Hyderabad and Cash Pick-up Agency Head Office for further actions. The Cash pick up agency-Cash custodian should co-operate with the Branch Officials.  
b) If the agency is acknowledging the tamper of the seal and / or bag, the branch cashier will accept the cash at the risk and responsibility of the Agency alone and any shortfall due to shortages in notes, shortage in amount due to any reason, will be borne by the Agency itself.  
c) The custodian to stay till the completion of cash counting at the Bank and get stamped cash delivery slip from the Bank.

**MIS reporting by the Appointed Agency:**

5. The **Appointed Agency** will provide daily MIS of PAN INDIA collections to SBI CMP Operations Centre Hyderabad and also provide daily Customer Wise PAN INDIA MIS to all the respective clients **latest by 8.00 pm on the same day.**

**Change in cash deposition limits communicated by client:**

6. The cash Deposition daily limits for the client will be defined and communicated to the **Appointed Agency** for better cash movement control from time to time. In case of excess cash pickup after Sundays/ public holidays, Cash movement beyond the defined limits will be the responsibility of the **Appointed Agency** and Branches will accept the excess cash.

**Mutilated / Fake Notes detection training:**

7. The **Appointed Agency** shall provide training to their agents/employees in detection of fake/mutilated currency notes. SBI may provide necessary details, if needed, to the **Appointed Agency**.

**Mutual business development and services related expectations:**

8. Cash deposition for clients who will opt for Vaulting or Vaulting with Merger facilities is to be done on T+1 basis. Activation of new locations within TAT of 4 days, new cash pick-up locations and infrastructure at existing locations as per requests of the potential/existing cash pick-up clients, to allow for concessions for multiple pan India cash pick-up locations with sizable daily cash pick-up volume requested by the clients. The Agency should facilitate maximum possible co-operation to the cash pick-up



clients. The Agency should also adhere to MOU terms in deposition of cash, strictly. The Agency should match expectations of the existing/new cash pick-up clients for overall smooth operations.





**ANNEXURE-B**

**NOT APPLICABLE**

**INFRASTRUCTURE MANAGEMENT METRICS** *<strike off which ever in not applicable>*

(a) Service metric for Recovery Time objective (RTO) *<strike off if not applicable>*

| SL no. | Service level category                           | Service level object                                                                                            | Measurement range/criteria                                                                            |
|--------|--------------------------------------------------|-----------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------|
| 1.     | RTO during disaster for shifting to<br><Place>DC | <.....><br>(requirement to be filled by the concerned dept.)/ 4 hours <strike off which ever in not applicable> | <.....> <i>&lt;to be filled in by the concerned dept. depending on the criticality of service&gt;</i> |

(b) SLA for Recovery Point Objective *<strike off if not applicable>*

| SL no. | Service level category                         | Service level object                                                                                                                 | Measurement range/criteria                                                                            |
|--------|------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------|
| 1.     | RPO during disaster for shifting to<br><Place> | <.....>(requirement to be filled by the concerned dept.)/ 99.999% of PR site data recovery <strike off which ever in not applicable> | <.....> <i>&lt;to be filled in by the concerned dept. depending on the criticality of service&gt;</i> |

(c) INFRASTRUCTURE SUPPORT METRICS *<strike off if not applicable>*

| Activities                        |         | Severity | Response Time (mins) | Resolution Time (mins) | Measurement Criteria |
|-----------------------------------|---------|----------|----------------------|------------------------|----------------------|
| Operational Task                  | Details |          |                      |                        |                      |
| <i>&lt;to be filled in by the</i> | .....   | Level 1  | .....                | .....                  | <.....>              |

REQUEST FOR PROPOSAL (RFP)  
FOR SERVICES OF CASH PICK UP, MERGER, VAULTING AND  
BURIAL BY CASH PICKUP AGENCIES



| Activities                                                                                    |         | Severity    | Response Time (mins) | Resolution Time (mins) | Measurement Criteria                                                                          |
|-----------------------------------------------------------------------------------------------|---------|-------------|----------------------|------------------------|-----------------------------------------------------------------------------------------------|
| Operational Task                                                                              | Details |             |                      |                        |                                                                                               |
| <i>concerned dept. depending on the criticality of service&gt;</i>                            | .....   | Level 2     | .....                | .....                  | <i>&lt;to be filled in by the concerned dept. depending on the criticality of service&gt;</i> |
|                                                                                               | .....   | Level ....n | .....                | .....                  |                                                                                               |
| <i>&lt;to be filled in by the concerned dept. depending on the criticality of service&gt;</i> | .....   | Level 1     | .....                | .....                  |                                                                                               |
|                                                                                               | .....   | Level 2     | .....                | .....                  |                                                                                               |
|                                                                                               | .....   | Level.....n | .....                | .....                  |                                                                                               |



**ANNEXURE-C**

**NOT APPLICABLE**

SERVICE DESK SUPPORT METRIC *<strike off if not applicable>*

| SL no. | Service level category                                                     | Service level object                                                                                                                                  | Measurement range/criteria                                                                                 |
|--------|----------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------|
| 1.     | Call type level 1, <i>&lt;strike off which ever in not applicable&gt;</i>  | <i>&lt;.....(requirement)/ call escalated by sbi service desk to .....service provider’s team&gt; &lt;strike off which ever in not applicable&gt;</i> | <i>&lt;.....&gt;&lt;to be filled in by the concerned dept. depending on the criticality of service&gt;</i> |
|        | Call type level 12, <i>&lt;strike off which ever in not applicable&gt;</i> | <i>&lt;.....(requirement)/ call escalated by sbi service desk to .....service provider’s team&gt; &lt;strike off which ever in not applicable&gt;</i> | <i>&lt;.....&gt;&lt;to be filled in by the concerned dept. depending on the criticality of service&gt;</i> |

SERVICE LEVEL REPORTING/ FREQUENCY<sup>7</sup> *<strike off if not applicable>*

| Report Name | Interval | Recipient | Responsible |
|-------------|----------|-----------|-------------|
|             |          |           |             |
|             |          |           |             |

*<Describe the service level reporting frequency and methodology>*

SERVICE REVIEW MEETING<sup>8</sup> *<strike off if not applicable>*

Service Review meeting shall be held annually/ half yearly. The following comprise of the Service Review Board:

- President,
- Members.....

<sup>7</sup>The purpose of this section is to document reports used to measure service levels. These reports must align with the service measurement and should support these measurements.

<sup>8</sup>The purpose of this section to describe the frequency of meeting and composition of service review board.



**ANNEXURE-D**

**NOT APPLICABLE**

ESCALATION MATRICS<sup>9</sup> *<strike off if not applicable>*

| Service level Category                | Response/Resolution Time | Escalation thresholds                        |                 |                 |                 |
|---------------------------------------|--------------------------|----------------------------------------------|-----------------|-----------------|-----------------|
|                                       |                          | Escalation Level 1                           |                 | Escalation..... |                 |
|                                       |                          | Escalation to                                | Escalation Mode | Escalation to   | Escalation Mode |
| Production Support                    |                          | <i>&lt;Name, designation contact no.&gt;</i> |                 |                 |                 |
| Service Milestones                    |                          | <i>&lt;Name, designation contact no.&gt;</i> |                 |                 |                 |
| Infrastructure Management             |                          | <i>&lt;Name, designation contact no.&gt;</i> |                 |                 |                 |
| Application Development & Maintenance |                          | <i>&lt;Name, designation contact no.&gt;</i> |                 |                 |                 |
| Information Security                  |                          | <i>&lt;Name, designation contact no.&gt;</i> |                 |                 |                 |

<sup>9</sup> To ensure that the service beneficiary receives senior management attention on unresolved issues, service provider operates a problem escalation procedure in order that any unresolved problems are notified to service provider management personnel on a priority basis dependent upon the impact and urgency of the problem.

|                         |                                       |  |  |  |
|-------------------------|---------------------------------------|--|--|--|
| Service Desk<br>Support | <Name,<br>designation<br>contact no.> |  |  |  |
|-------------------------|---------------------------------------|--|--|--|

**ANNEXURE-E**

**PENALTY FOR NON PERFORMANCE OF SLA**

Particulars of penalties:

| <b>S. No</b> | <b>Particulars of Penalty / Default Item</b>                                     | <b>Amount / % of Bill</b>                                           |
|--------------|----------------------------------------------------------------------------------|---------------------------------------------------------------------|
| 1.           | Cash not collected / Client / point / day                                        | Rs. 1,000/-                                                         |
| 2.           | Cash collected but not deposited in time (delay / day)                           | Rs. 5,000/- or 2% of the cash collected / day (whichever is higher) |
| 3.           | Delay in remitting burial amount to Bank                                         | 2% of the cash collected / day                                      |
| 4.           | Delay in submission of bills (to be submitted by 10 <sup>th</sup> of each month) | Rs. 10,000/-                                                        |
| 5.           | Incorrect billing of Clients / instance                                          | Rs. 10,000/-                                                        |
| 6.           | Improper sorting and bundling / instance                                         | Rs. 10,000/-                                                        |
| 7.           | Incorrect format of bills                                                        | Rs. 5,000/-                                                         |
| 8.           | MIS not provided / Incorrect MIS provided / Delayed MIS                          | 1% of the monthly bill                                              |

**Note: In case of collected amount is not deposited in the branch in stipulated time, the amount along with penalty will be recovered from the monthly bills immediately**

**ANNEXURE-F**

**NOT APPLICABLE**

**Transition & Knowledge Transfer Plan**

**1. Introduction**

1.1 This Annexure describes the duties and responsibilities of Service Provider and the Bank to ensure proper transition of services and to ensure complete knowledge transfer.

**2. Objectives**

2.1 The objectives of this annexure are to:

- (1) ensure a smooth transition of Services from Service Provider to a New/Replacement SERVICE PROVIDER or back to the Bank at the termination or expiry of this Agreement;
- (2) ensure that the responsibilities of both parties to this Agreement are clearly defined in the event of exit and transfer; and
- (3) ensure that all relevant Assets are transferred.

**3. General**

3.1 Where the Bank intends to continue equivalent or substantially similar services to the Services provided by Service Provider after termination or expiry the Agreement, either by performing them itself or by means of a New/Replacement SERVICE PROVIDER, Service Provider shall ensure the smooth transition to the Replacement SERVICE PROVIDER and shall co-operate with the Bank or the Replacement SERVICE PROVIDER as required in order to fulfil the obligations under this annexure.

3.2 Service Provider shall co-operate fully with the Bank and any potential Replacement SERVICE PROVIDERs tendering for any Services, including the transfer of responsibility for the provision of the Services previously performed by Service Provider to be achieved with the minimum of disruption. In particular:

3.2.1 during any procurement process initiated by the Bank and in anticipation of the expiry or termination of the Agreement and irrespective of the identity of any potential or actual Replacement SERVICE PROVIDER, Service Provider shall comply with all reasonable requests by the Bank to provide information relating to the operation of the Services, including but not limited to, hardware and software used, inter-working, coordinating with other application owners, access to and provision of all performance reports, agreed procedures, and any other relevant information (including the configurations set up for the Bank and procedures used by Service Provider for handling Data) reasonably necessary to achieve an effective transition, provided that:

3.2.1.1 Service Provider shall not be obliged to provide any information concerning the costs of delivery of the Services or any part thereof or disclose the financial records of Service Provider to any such party;

- 3.2.1.2 Service Provider shall not be obliged to disclose any such information for use by an actual or potential Replacement SERVICE PROVIDER unless such a party shall have entered into a confidentiality agreement; and
- 3.2.1.3 whilst supplying information as contemplated in this paragraph 3.2.1 Service Provider shall provide sufficient information to comply with the reasonable requests of the Bank to enable an effective tendering process to take place but shall not be required to provide information or material which Service Provider may not disclose as a matter of law.
- 3.3 In assisting the Bank and/or the Replacement SERVICE PROVIDER to transfer the Services the following commercial approach shall apply:
- (1) where Service Provider does not have to utilise resources in addition to those normally used to deliver the Services prior to termination or expiry, Service Provider shall make no additional Charges. The Bank may reasonably request that support and materials already in place to provide the Services may be redeployed onto work required to effect the transition provided always that where the Bank agrees in advance that such redeployment will prevent Service Provider from meeting any Service Levels, achieving any other key dates or from providing any specific deliverables to the Bank, the Bank shall not be entitled to claim any penalty or liquidated damages for the same.
  - (2) where any support and materials necessary to undertake the transfer work or any costs incurred by Service Provider are additional to those in place as part of the proper provision of the Services the Bank shall pay Service Provider for staff time agreed in advance at the rates agreed between the parties and for materials and other costs at a reasonable price which shall be agreed with the Bank.
- 3.4 If so required by the Bank, on the provision of no less than 15 (fifteen) days' notice in writing, Service Provider shall continue to provide the Services or an agreed part of the Services for a period not exceeding **6 (Six)** months beyond the date of termination or expiry of the Agreement. In such event the Bank shall reimburse Service Provider for such elements of the Services as are provided beyond the date of termination or expiry date of the Agreement on the basis that:
- (1) Services for which rates already specified in the Agreement shall be provided on such rates;
  - (2) materials and other costs, if any, will be charged at a reasonable price which shall be mutually agreed between the Parties.
- 3.5 Service Provider shall provide to the Bank an analysis of the Services to the extent reasonably necessary to enable the Bank to plan migration of such workload to a Replacement SERVICE PROVIDER provided always that this analysis involves providing performance data already delivered to the Bank as part of the performance monitoring regime.
- 3.6 Service Provider shall provide such information as the Bank reasonably considers to be necessary for the actual Replacement SERVICE PROVIDER, or any potential Replacement SERVICE PROVIDER during any procurement process, to define the

tasks which would need to be undertaken in order to ensure the smooth transition of all or any part of the Services.

3.7 Service Provider shall make available such Key Personnel who have been involved in the provision of the Services as the Parties may agree to assist the Bank or a Replacement SERVICE PROVIDER (as appropriate) in the continued support of the Services beyond the expiry or termination of the Agreement, in which event the Bank shall pay for the services of such Key Personnel on a time and materials basis at the rates agreed between the parties.

3.8 Service Provider shall co-operate with the Bank during the handover to a Replacement SERVICE PROVIDER and such co-operation shall extend to, but shall not be limited to, inter-working, coordinating and access to and provision of all operational and performance documents, reports, summaries produced by Service Provider for the Bank, including the configurations set up for the Bank and any and all information to be provided by Service Provider to the Bank under any other term of this Agreement necessary to achieve an effective transition without disruption to routine operational requirements.

#### **4. Replacement SERVICE PROVIDER**

4.1 In the event that the Services are to be transferred to a Replacement SERVICE PROVIDER, the Bank will use reasonable endeavors to ensure that the Replacement SERVICE PROVIDER co-operates with Service Provider during the handover of the Services.

#### **5. Subcontractors**

5.1 Service Provider agrees to provide the Bank with details of the Subcontracts (if permitted by the Bank) used in the provision of the Services. Service Provider will not restrain or hinder its Subcontractors from entering into agreements with other prospective service providers for the delivery of supplies or services to the Replacement SERVICE PROVIDER.

#### **6. Transfer of Configuration Management Database**

6.1 **6 (six)** months prior to expiry or within **2 (two)** week of notice of termination of this Agreement Service Provider shall deliver to the Bank a full, accurate and up to date cut of content from the Configuration Management Database (or equivalent) used to store details of Configurable Items and Configuration Management data for all products used to support delivery of the Services.

#### **7. Transfer of Assets**

7.1 **6 (six)** months prior to expiry or within **2 (two)** week of notice of termination of the Agreement Service Provider shall deliver to the Bank the Asset Register comprising:

- (1) a list of all Assets eligible for transfer to the Bank; and
- (2) a list identifying all other Assets, (including human resources, skillset requirement and know-how), that are ineligible for transfer but which are essential to the delivery of the Services. The purpose of each component and the reason for ineligibility for transfer shall be included in the list.



- 7.2 Within **1 (one)** month of receiving the Asset Register as described above, the Bank shall notify Service Provider of the Assets it requires to be transferred, (the “Required Assets”), and the Bank and Service Provider shall provide for the approval of the Bank a draft plan for the Asset transfer.
- 7.3 In the event that the Required Assets are not located on Bank premises:
- (1) Service Provider shall be responsible for the dismantling and packing of the Required Assets and to ensure their availability for collection by the Bank or its authorised representative by the date agreed for this;
  - (2) any charges levied by Service Provider for the Required Assets not owned by the Bank shall be fair and reasonable in relation to the condition of the Assets and the then fair market value; and
  - (3) for the avoidance of doubt, the Bank will not be responsible for the Assets.
- 7.4 Service Provider warrants that the Required Assets and any components thereof transferred to the Bank or Replacement SERVICE PROVIDER benefit from any remaining manufacturer’s warranty relating to the Required Assets at that time, always provided such warranties are transferable to a third party.
- 8. Transfer of Software Licenses**
- 8.1 **6 (six)** months prior to expiry or within **2 (two)** week of notice of termination of this Agreement Service Provider shall deliver to the Bank all licenses for Software used in the provision of Services which were purchased by the Bank.
- 8.2 On notice of termination of this Agreement Service Provider shall, within **2 (two)** week of such notice, deliver to the Bank details of all licenses for SERVICE PROVIDER Software and SERVICE PROVIDER Third Party Software used in the provision of the Services, including the terms of the software license agreements. For the avoidance of doubt, the Bank shall be responsible for any costs incurred in the transfer of licenses from Service Provider to the Bank or to a Replacement SERVICE PROVIDER provided such costs shall be agreed in advance. Where transfer is not possible or not economically viable the Parties will discuss alternative licensing arrangements.
- 8.3 Within **1 (one)** month of receiving the software license information as described above, the Bank shall notify Service Provider of the licenses it wishes to be transferred, and Service Provider shall provide for the approval of the Bank a draft plan for license transfer, covering novation of agreements with relevant software providers, as required. Where novation is not possible or not economically viable the Parties will discuss alternative licensing arrangements.
- 9. Transfer of Software**
- 9.1 Wherein State Bank of India is the owner of the software, **6 (six)** months prior to expiry or within **2 (two)** weeks of notice of termination of this Agreement Service Provider shall deliver, or otherwise certify in writing that it has delivered, to the Bank a full, accurate and up to date version of the Software including up to date versions and latest releases of, but not limited to:
- (a) Source Code (with source tree) and associated documentation;

- (b) application architecture documentation and diagrams;
- (c) release documentation for functional, technical and interface specifications;
- (d) a plan with allocated resources to handover code and design to new development and test teams (this should include architectural design and code 'walk-through');
- (e) Source Code and supporting documentation for testing framework tool and performance tool;
- (f) test director database;
- (g) test results for the latest full runs of the testing framework tool and performance tool on each environment; and

**10. Transfer of Documentation**

10.1 6 (six) months prior to expiry or within 2 (two) weeks of notice of termination of this Agreement Service Provider shall deliver to the Bank a full, accurate and up-to date set of Documentation that relates to any element of the Services as defined in Annexure A.

**11. Transfer of Service Management Process**

11.1 6 (six) months prior to expiry or within 2 (two) weeks of notice of termination of this Agreement Service Provider shall deliver to the Bank:

- (a) a plan for the handover and continuous delivery of the Service Desk function and allocate the required resources;
- (b) full and up to date, both historical and outstanding Service Desk ticket data including, but not limited to:
  - (1) Incidents;
  - (2) Problems;
  - (3) Service Requests;
  - (4) Changes;
  - (5) Service Level reporting data;
- (c) a list and topology of all tools and products associated with the provision of the Software and the Services;
- (d) full content of software builds and server configuration details for software deployment and management; and
- (e) monitoring software tools and configuration.

**12. Transfer of Knowledge Base**

12.1 6 (six) months prior to expiry or within 2 (two) week of notice of termination of this Agreement Service Provider shall deliver to the Bank a full, accurate and up to date cut of content from the knowledge base (or equivalent) used to troubleshoot issues arising with the Services but shall not be required to provide information or material which Service Provider may not disclose as a matter of law.

**13. Transfer of Service Structure**

- 13.1 **6 (six)** months prior to expiry or within **2 (two)** weeks notice of termination of this Agreement Service Provider shall deliver to the Bank a full, accurate and up to date version of the following, as a minimum:
- (a) archive of records including:
    - (1) Questionnaire Packs;
    - (2) project plans and sign off;
    - (3) Acceptance Criteria; and
    - (4) Post Implementation Reviews.
  - (b) programme plan of all work in progress currently accepted and those in progress;
  - (c) latest version of documentation set;
  - (d) Source Code (if appropriate) and all documentation to support the services build tool with any documentation for ‘workarounds’ that have taken place;
  - (e) Source Code, application architecture documentation/diagram and other documentation;
  - (f) Source Code, application architecture documentation/diagram and other documentation for Helpdesk; and
  - (g) project plan and resource required to hand Service Structure capability over to the new team.
- 14. Transfer of Data**
- 14.1 In the event of expiry or termination of this Agreement Service Provider shall cease to use the Bank’s Data and, at the request of the Bank, shall destroy all such copies of the Bank’s Data then in its possession to the extent specified by the Bank.
- 14.2 Except where, pursuant to paragraph 14.1 above, the Bank has instructed Service Provider to destroy such Bank’s Data as is held and controlled by Service Provider, **1 (one)** months prior to expiry or within **1 (one)** month of termination of this Agreement, Service Provider shall deliver to the Bank:
- (1) An inventory of the Bank’s Data held and controlled by Service Provider, plus any other data required to support the Services; and/or
  - (2) a draft plan for the transfer of the Bank’s Data held and controlled by Service Provider and any other available data to be transferred.
- 15. Training Services on Transfer**
- 15.1 Service Provider shall comply with the Bank’s reasonable request to assist in the identification and specification of any training requirements following expiry or termination. The purpose of such training shall be to enable the Bank or a Replacement SERVICE PROVIDER to adopt, integrate and utilize the Data and Assets transferred and to deliver an equivalent service to that previously provided by Service Provider.
- 15.2 The provision of any training services and/or deliverables and the charges for such services and/or deliverables shall be agreed between the parties.
- 15.3 Subject to paragraph 15.2 above, Service Provider shall produce for the Bank’s consideration and approval **6 (six)** months prior to expiry or within **10 (ten)** working days of issue of notice of termination:

- (1) A training strategy, which details the required courses and their objectives;
  - (2) Training materials (including assessment criteria); and
  - (3) a training plan of the required training events.
- 15.4 Subject to paragraph 15.2 above, Service Provider shall schedule all necessary resources to fulfil the training plan, and deliver the training as agreed with the Bank.
- 15.5 SERVICE PROVIDER shall provide training courses on operation of licensed /open source software product at Bank's \_\_\_\_\_ Premises, at such times, during business hours as Bank may reasonably request. Each training course will last for \_\_\_\_\_ hours. Bank may enroll up to \_\_\_\_\_ of its staff or \_\_\_\_\_ employees of the new/replacement service provider in any training course, and Service Provider shall provide a hard copy of the Product (licensed or open sourced) standard training manual for each enrollee. Each training course will be taught by a technical expert with no fewer than \_\_\_\_\_ years of experience in operating \_\_\_\_\_ software system. SERVICE PROVIDER shall provide the \_\_\_\_\_ training without any additional charges.
- 16. Transfer Support Activities**
- 16.1 **6 (six)** months prior to expiry or within **10 (ten)** Working Days of issue of notice of termination, Service Provider shall assist the Bank or Replacement SERVICE PROVIDER to develop a viable exit transition plan which shall contain details of the tasks and responsibilities required to enable the transition from the Services provided under this Agreement to the Replacement SERVICE PROVIDER or the Bank, as the case may be.
- 16.2 The exit transition plan shall be in a format to be agreed with the Bank and shall include, but not be limited to:
- (1) a timetable of events;
  - (2) resources;
  - (3) assumptions;
  - (4) activities;
  - (5) responsibilities; and
  - (6) risks.
- 16.3 Service Provider shall supply to the Bank or a Replacement SERVICE PROVIDER specific materials including but not limited to:
- (a) Change Request log;
  - (b) entire back-up history; and
  - (c) dump of database contents including the Asset Register, problem management system and operating procedures. For the avoidance of doubt this shall not include proprietary software tools of Service Provider which are used for project management purposes generally within Service Provider's business.
- 16.4 Service Provider shall supply to the Bank or a Replacement SERVICE PROVIDER proposals for the retention of Key Personnel for the duration of the transition period.



- 16.5 On the date of expiry Service Provider shall provide to the Bank refreshed versions of the materials required under paragraph 16.3 above which shall reflect the position as at the date of expiry.
- 16.6 Service Provider shall provide to the Bank or to any Replacement SERVICE PROVIDER within 14 (fourteen) Working Days of expiry or termination a full and complete copy of the Incident log book and all associated documentation recorded by Service Provider till the date of expiry or termination.
- 16.7 Service Provider shall provide for the approval of the Bank a draft plan to transfer or complete work-in-progress at the date of expiry or termination.
- 17. Use of Bank Premises**
- 17.1 Prior to expiry or on notice of termination of this Agreement, Service Provider shall provide for the approval of the Bank a draft plan specifying the necessary steps to be taken by both Service Provider and the Bank to ensure that the Bank's Premises are vacated by Service Provider.
- 17.2 Unless otherwise agreed, Service Provider shall be responsible for all costs associated with Service Provider's vacation of the Bank's Premises, removal of equipment and furnishings, redeployment of SERVICE PROVIDER Personnel, termination of arrangements with Subcontractors and service contractors and restoration of the Bank Premises to their original condition (subject to a reasonable allowance for wear and tear).

**ANNEXURE-G****MIS Format to be provided to Bank/ Clients**

|                        |                    |                                      |                      |                     |                                                |                                         |                         |
|------------------------|--------------------|--------------------------------------|----------------------|---------------------|------------------------------------------------|-----------------------------------------|-------------------------|
| 1                      | 2                  | 3                                    | 4                    | 5                   | 6                                              | 7                                       | 8                       |
| Sr. No.                | Agency Name        | State Name                           | Zone                 | Login Location      | Base Location                                  | Main Location                           | Actual City             |
| 9                      | 10                 | 11                                   | 12                   | 13                  | 14                                             | 15                                      | 16                      |
| Area                   | Class Of the City  | RBI/MHA                              | City Limits          | Client Name         | Client code                                    | Bank & A/c No                           | Customer Name           |
| 17                     | 18                 | 19                                   | 20                   | 21                  | 22                                             | 23                                      | 24                      |
| Customer GST No        | Agency GST No      | Date                                 | Days                 | Frequency           | Designated SBI Cash Deposit Branch Code Number | Designated SBI Cash deposit Branch Name | Variable Charges        |
| 25                     | 26                 | 27                                   | 28                   | 29                  | 30                                             | 31                                      | 32                      |
| Variable Pickup Amount | Pickup Code        | Total Pickup Amount As Per HciN Slip | Denomination Rs 2000 | Denomination Rs 500 | Denomination Rs 200                            | Denomination Rs 100                     | Denomination Rs 50      |
| 33                     | 34                 | 35                                   | 36                   | 37                  | 38                                             | 39                                      | 40                      |
| Denomination Rs 20     | Denomination Rs 10 | Denomination Rs 5                    | Denomination Rs 2    | Denomination Rs 1   | Total                                          | Extra Amount                            | Denomination Difference |
| 41                     | 42                 | 43                                   | 44                   | 45                  | 46                                             | 47                                      | 48                      |
| HCIN Slip Number       | Deposit Slip No    | LOI Date                             | Startup date         | Cash Limit          | ABOVE CASH Limit                               | Beat Charges                            | Extra Pickup Charges    |
| 49                     | 50                 | 51                                   | 52                   | 53                  | 54                                             | 55                                      | 56                      |
| RATE                   | Revised Rate       | Nil Cash Pickup                      | Status               | Beat/ Request       | Service Point Code                             | Slip Wise Pickup                        | Request Charge          |
| 57                     | 58                 | 59                                   | 60                   | 61                  | 62                                             | 63                                      | 64                      |
| Seal Tag No            | Call Status        | Monthly Charges                      | Multi Point ID       | STOP ID             | Point ID                                       | Remarks                                 |                         |



**RRP FOR CASH PICK-UP SERVICES WITH  
MERGER, VAULTING AND BURIAL FACILITIES**

Appendix-K

NON-DISCLOSURE AGREEMENT

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

State Bank of India constituted under the State Bank of India Act, 1955 having its Corporate Centre and Central Office at State Bank Bhavan, Madame Cama Road, Nariman Point, Mumbai-21 through its Cash Management Operations Product Centre (CMPOC), Hyderabad (hereinafter referred to as “Bank” which expression includes its successors and assigns) of the ONE PART;

And

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

And Whereas

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

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



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

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

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

2. **Restrictions**

- (a) Each party shall treat as confidential the Contract and any and all information (“confidential information”) obtained from the other pursuant to the Contract and shall not divulge such information to any person (except to such party’s “Covered Person” which term shall mean employees, contingent workers and professional advisers of a party who need to know the same) without the other party’s written consent provided that this clause shall not extend to information which was rightfully in the possession of such party prior to the commencement of the negotiations leading to the Contract, which is already public knowledge or becomes so at a future date (otherwise than as a result of a breach of this clause). Receiving Party will have executed or shall execute appropriate written agreements with Covered Person, sufficient to enable it to comply with all the provisions of this Agreement. If Service Provider appoints any Sub-Contractor (if allowed) then Service Provider may disclose confidential information to such Sub-Contractor subject to such Sub Contractor giving the Bank an undertaking in similar

terms to the provisions of this clause. Any breach of this Agreement by Receiving Party's Covered Person or Sub-Contractor shall also be constructed a breach of this Agreement by Receiving Party.

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

3. **Rights and Remedies**

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

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

4. **Miscellaneous**

- (a) All Confidential Information and Confidential Materials are and shall remain the sole and of Disclosing Party. By disclosing information to Receiving Party, Disclosing Party does not grant any expressed or implied right to Receiving Party to disclose information under the Disclosing Party's patents, copyrights, trademarks, or trade secret information.
- (b) Confidential Information made available is provided "As Is," and disclosing party disclaims all representations, conditions and warranties, express or implied, including, without limitation, representations, conditions or warranties of accuracy, completeness, performance, fitness for a particular purpose, satisfactory quality and merchantability provided same shall not be construed to include fraud or wilful default of disclosing party.
- (c) Neither party grants to the other party any license, by implication or otherwise, to use the Confidential Information, other than for the limited purpose of evaluating or advancing a business relationship between the parties, or any license rights whatsoever in any patent, copyright or other intellectual property rights pertaining to the Confidential Information.
- (d) The terms of Confidentiality under this Agreement shall not be construed to limit either party's right to independently develop or acquire product without use of the other party's Confidential Information. Further, either party shall be free to use for any purpose the residuals resulting from access to or work with such Confidential Information, provided that such party shall maintain the confidentiality of the Confidential Information as provided herein. The term "residuals" means information in non-tangible form, which may be retained by person who has had access to the Confidential Information, including ideas, concepts, know-how or techniques contained therein. Neither party shall have any obligation to limit or restrict the assignment of such persons or to pay royalties for any work resulting from the use of residuals. However, the foregoing shall not be deemed to grant to either party a license under the other party's copyrights or patents.
- (e) This Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof. It shall not be modified except by a written agreement dated subsequently to the date of this Agreement and signed by both parties. None of the provisions of this Agreement shall be deemed to have been waived by any act or acquiescence on the part of Disclosing Party, its agents, or employees, except by an instrument in writing signed by an authorized officer of Disclosing Party. No waiver of any provision of this Agreement shall constitute a waiver of any other provision(s) or of the same provision on another occasion.

- (f) In case of any dispute, both the parties agree for neutral third party arbitration. Such arbitrator will be jointly selected by the two parties and he/she may be an auditor, lawyer, consultant or any other person of trust. The said proceedings shall be conducted in English language at Mumbai and in accordance with the provisions of Indian Arbitration and Conciliation Act 1996 or any Amendments or Re-enactments thereto. Nothing in this clause prevents a party from having recourse to a court of competent jurisdiction for the sole purpose of seeking a preliminary injunction or any other provisional judicial relief it considers necessary to avoid irreparable damage. This Agreement shall be governed by and construed in accordance with the laws of Republic of India. Each Party hereby irrevocably submits to the exclusive jurisdiction of the courts of Mumbai.
- (g) Subject to the limitations set forth in this Agreement, this Agreement will inure to the benefit of and be binding upon the parties, their successors and assigns.
- (h) If any provision of this Agreement shall be held by a court of competent jurisdiction to be illegal, invalid or unenforceable, the remaining provisions shall remain in full force and effect.
- (i) The Agreement shall be effective from \_\_\_\_\_ ("Effective Date") and shall be valid for a period of \_\_\_\_\_ year(s) thereafter (the "Agreement Term"). The foregoing obligations as to confidentiality shall survive the term of this Agreement and for a period of five (5) years thereafter provided confidentiality obligations with respect to individually identifiable information, customer's data of Parties or software in human-readable form (e.g., source code) shall survive in perpetuity.

5. **Suggestions and Feedback**

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

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

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



**RRP FOR CASH PICK-UP SERVICES WITH  
MERGER, VAULTING AND BURIAL FACILITIES**

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

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

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



Appendix-L

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

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

Appendix-MFormat for Submission of ClientTo whosoever it may concern

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

**PRE CONTRACT INTEGRITY PACT**  
**(TO BE STAMPED AS AN AGREEMENT)**

General

This pre-Bid pre-contract Agreement (hereinafter called the Integrity Pact) is made on \_\_\_\_\_ day of the month of \_\_\_\_\_ 202 , between, on the one hand, the State Bank of India a body corporate incorporated under the State Bank of India Act, 1955 having its Corporate Centre at State Bank Bhavan, Nariman Point, Mumbai through its \_\_\_\_\_ Department / Office at CMPOC, Hyderabad 500019, (hereinafter called the "BUYER", which expression shall mean and include, unless the context otherwise requires, its successors) of the First Part

And

M/s \_\_\_\_\_ represented by Shri \_\_\_\_\_, Chief Executive Officer/ Authorised signatory (hereinafter called the "BIDDER/Seller which expression shall mean and include, unless the context otherwise requires, its / his successors and permitted assigns of the Second Part.

WHEREAS the BUYER proposes to procure (Name of the Stores/Equipment/Item) and the BIDDER/Seller is willing to offer/has offered the stores and

WHEREAS the BIDDER is a private company/public company/Government undertaking/partnership/registered export agency, constituted in accordance with the relevant law in the matter and the BUYER is an Office / Department of State Bank of India performing its functions on behalf of State Bank of India.

NOW, THEREFORE,

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

- Enabling the BUYER to obtain the desired service / product at a competitive price in conformity with the defined specifications by avoiding the high cost and the distortionary impact of corruption on public procurement; and
- Enabling BIDDERS to abstain from bribing or indulging in any corrupt practice in order to secure the contract by providing assurance to them that their competitors will also abstain from bribing and other corrupt practices and the BUYER will commit to



prevent corruption, in any form, by its officials by following transparent procedures.

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

**1. Commitments of the BUYER**

- 1.1 The BUYER undertakes that no official of the BUYER, connected directly or indirectly with the contract, will demand, take a promise for or accept, directly or through intermediaries, any bribe, consideration, gift, reward, favor or any material or immaterial benefit or any other advantage from the BIDDER, either for themselves or for any person, organisation or third party related to the contract in exchange for an advantage in the bidding process, Bid evaluation, contracting or implementation process related to the contract.
- 1.2 The BUYER will, during the pre-contract stage, treat all BIDDERS alike, and will provide to all BIDDERS the same information and will not provide any such information to any particular BIDDER which could afford an advantage to that particular BIDDER in comparison to other BIDDERS.
- 1.3 All the officials of the BUYER will report to the appropriate authority any attempted or completed breaches of the above commitments as well as any substantial suspicion of such a breach.
- 1.4 In case any such preceding misconduct on the part of such official(s) is reported by the BIDDER to the BUYER with full and verifiable facts and the same is prima facie found to be correct by the BUYER, necessary disciplinary proceedings, or any other action as deemed fit, including criminal proceedings may be initiated by the BUYER and such a person shall be debarred from further dealings related to the contract process. In such a case while an enquiry is being conducted by the BUYER the proceedings under the contract would not be stalled.

**2. Commitments of BIDDERS**

- 2.1 The BIDDER commits itself to take all measures necessary to prevent corrupt practices, unfair means and illegal activities during any stage of its Bid or during any pre-contract or post-contract stage in order to secure the contract or in furtherance to secure it and in particular commit itself to the following:
- 2.2 The BIDDER 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 BUYER, connected directly or indirectly with the bidding process, or to any person, organisation or third party related to the contract in exchange for any advantage in the bidding, evaluation, contracting and implementation of the contract.

- 2.3 The BIDDER further undertakes that it has not given, offered or promised to give, directly or indirectly any bribe, gift, consideration, reward, favor, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any official of the BUYER or otherwise in procuring the Contract or forbearing to do or having done any act in relation to the obtaining or execution of the contract or any other contract with State Bank of India for showing or forbearing to show favor or disfavor to any person in relation to the contract or any other contract with State Bank of India.
- 2.3 Wherever applicable, the BIDDER shall disclose the name and address of agents and representatives permitted by the Bid documents and Indian BIDDERS shall disclose their foreign principals or associates, if any.
- 2.4 The BIDDER confirms and declares that they have not made any payments to any agents/brokers or any other intermediary, in connection with this Bid/contract.
- 2.5 The BIDDER further confirms and declares to the BUYER that the BIDDER is the original vendors or service providers in respect of product / service covered in the Bid documents and the BIDDER has not engaged any individual or firm or company whether Indian or foreign to intercede, facilitate or in any way to recommend to the BUYER or any of its functionaries, whether officially or unofficially to the award of the contract to the BIDDER, nor has any amount been paid, promised or intended to be paid to any such individual, firm or company in respect of any such intercession, facilitation or recommendation.
- 2.6 The BIDDER, at the earliest available opportunity, i.e. either while presenting the Bid or during pre-contract negotiations and in any case before opening the financial Bid and before signing the contract, shall disclose any payments he has made, is committed to or intends to make to officials of the BUYER or their family members, agents, brokers or any other intermediaries in connection with the contract and the details of services agreed upon for such payments.
- 2.8 The BIDDER will not collude with other parties interested in the contract to impair the transparency, fairness and progress of the bidding process, Bid evaluation, contracting and implementation of the contract.
- 2.9 The BIDDER will not accept any advantage in exchange for any corrupt practice, unfair means and illegal activities.
- 2.10 The BIDDER shall not use improperly, for purposes of competition or personal gain, or pass. on 'to' others, any -information provided by the BUYER as part of the

business relationship, regarding plans, technical proposals and business details, including information contained in any electronic data carrier. The BIDDER also undertakes to exercise due and adequate care lest any such information is divulged.

- 2.11 The BIDDER commits to refrain from giving any complaint directly or through any other manner without supporting it with full and verifiable facts.
- 2.12 The BIDDER shall not instigate or cause to instigate any third person to commit any of the actions mentioned above.
- 2.13 If the BIDDER or any employee of the BIDDER or any person acting on behalf of the BIDDER, either directly or indirectly, is a relative of any of the officers of the BUYER, or alternatively, if any relative of an officer of the BUYER has financial interest/stake in the BIDDER's firm, the same shall be disclosed by the BIDDER at the time of filing of tender. The term 'relative' for this purpose would be as defined in Section 6 of the Companies Act 1956.
- 2.14 The BIDDER shall not lend to or borrow any money from or enter into any monetary dealings or transactions, directly or indirectly, with any employee of the BUYER.
3. **Previous Transgression**
- 3.1 The BIDDER declares that no previous transgression occurred in the last three years immediately before signing of this Integrity Pact, with any other company in any country in respect of any corrupt practices envisaged hereunder or with any Public Sector Enterprise / Public Sector Banks in India or any Government Department in India or RBI that could justify BIDDER's exclusion from the tender process.
- 3.2 The BIDDER agrees that if it makes incorrect statement on this subject, BIDDER can be disqualified from the tender process or the contract, if already awarded, can be terminated for such reason.
4. **Earnest Money (Security Deposit)**
- 4.1 While submitting Price Bid, the BIDDER shall deposit an amount (specified in RFP) as Earnest Money/Security Deposit, with the BUYER through any of the mode mentioned in the RFP / Bid document and no such mode is specified, by a Bank Draft or a Pay Order in favor of State Bank of India from any Bank including SBI . However payment of any such amount by way of Bank Guarantee, if so permitted as per Bid documents / RFP should be from any Scheduled Commercial Bank other than SBI and promising payment of the guaranteed sum to the BUYER on demand within three working days without any demur whatsoever and without seeking any reasons whatsoever. The demand for payment by the BUYER shall be treated as conclusive proof for making such payment to the BUYER.
- 4.2 Unless otherwise stipulated in the Bid document / RFP, the Earnest Money/Security

Deposit shall be valid upto a period of five years or the complete conclusion of the contractual obligations to the complete satisfaction of both the BIDDER and the BUYER, including warranty period, whichever is later.

- 4.3 In case of the successful BIDDER a clause would also be incorporated in the Article pertaining to Performance Bond in the Purchase Contract that the provisions of Sanctions for Violation shall be applicable for forfeiture of Performance Bond in case of a decision by the BUYER to forfeit the same-without assigning any reason for imposing sanction for violation of this Pact.
- 4.4 No interest shall be payable by the BUYER to the BIDDER on Earnest Money/Security Deposit for the period of its currency.

## 5. **Sanctions for Violations**

- 5.1 Any breach of the aforesaid provisions by the BIDDER or any one employed by it or acting on its behalf (whether with or without the knowledge of the BIDDER) shall entitle the BUYER to take all or any one of the following actions, wherever required:
- (i) To immediately call off the pre contract negotiations without assigning any reason and without giving any compensation to the BIDDER. However, the proceedings with the other BIDDER(s) would continue, unless the BUYER desires to drop the entire process.
  - (ii) The Earnest Money Deposit (in pre-contract stage) and/or Security Deposit/Performance Bond (after the contract is signed) shall stand forfeited either fully or partially, as decided by the BUYER and the BUYER shall not be required to assign any reason therefore.
  - (iii) To immediately cancel the contract, if already signed, without giving any compensation to the BIDDER.
  - (iv) To recover all sums already paid by the BUYER, and in case of an Indian BIDDER with interest thereon at 2% higher than the prevailing Base Rate of State Bank of India, while in case of a BIDDER from a country other than India with interest thereon at 2% higher than the LIBOR. If any outstanding payment is due to the BIDDER from the BUYER in connection with any other contract for any other stores, such outstanding could also be utilized to recover the aforesaid sum and interest.
  - (v) To encash the advance bank guarantee and performance bond/warranty bond, if furnished by the BIDDER, in order to recover the payments, already made by the BUYER, along with interest.
  - (vi) To cancel all or any other Contracts with the BIDDER. The BIDDER shall be liable to pay compensation for any loss or damage to the BUYER resulting from such cancellation/rescission and the BUYER shall be entitled to deduct the amount so payable from the money(s) due to the BIDDER.
  - (vii) To debar the BIDDER from participating in future bidding processes of the BUYER or any of its Subsidiaries for a minimum period of five years, which may be further extended at the discretion of the BUYER.

- (viii) To recover all sums paid, in violation of this Pact, by BIDDER(s) to any middleman or agent or broker with a view to securing the contract.
- (ix) Forfeiture of Performance Bond in case of a decision by the BUYER to forfeit the same without assigning any reason for imposing sanction for violation of this Pact.
- (x) Intimate to the CVC, IBA, RBI, as the BUYER deemed fit the details of such events for appropriate action by such authorities.

5.2 The BUYER will be entitled to take all or any of the actions mentioned at para 5.1(i) to (x) of this Pact also on the Commission by the BIDDER or any one employed by it or acting on its behalf (whether with or without the knowledge of the BIDDER), of an offence as defined in Chapter IX of the Indian Penal code, 1860 or Prevention of Corruption Act, 1988 or any other statute enacted for prevention of corruption.

5.3 The decision of the BUYER to the effect that a breach of the provisions of this Pact has been committed by the BIDDER shall be final and conclusive on the BIDDER. However, the BIDDER can approach the Independent Monitor(s) appointed for the purposes of this Pact.

**6. Fall Clause**

The BIDDER undertakes that it has not supplied/is not supplying similar product/systems or subsystems at a price lower than that offered in the present Bid in respect of any other Ministry/Department of the Government of India or PSU or any other Bank and if it is found at any stage that similar product/systems or sub systems was supplied by the BIDDER to any other Ministry/Department of the Government of India or a PSU or a Bank at a lower price, then that very price, with due allowance for elapsed time, will be applicable to the present case and the difference in the cost would be refunded by the BIDDER to the BUYER, if the contract has already been concluded.

**7. Independent Monitors**

7.1 The BUYER has appointed Independent Monitors (hereinafter referred to as Monitors) for this Pact in consultation with the Central Vigilance Commission (Names and Addresses of the Monitors to be given).

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|  |  |
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- 7.2 The task of the Monitors shall be to review independently and objectively, whether and to what extent the parties comply with the obligations under this Pact.
- 7.3 The Monitors shall not be subjected to instructions by the representatives of the parties and perform their functions neutrally and independently.
- 7.4 Both the parties accept that the Monitors have the right to access all the documents relating to the project/procurement, including minutes of meetings. Parties signing this Pact shall not approach the Courts while representing the matters to Independent External Monitors and he/she will await their decision in the matter.
- 7.5 As soon as the Monitor notices, or has reason to believe, a violation of this Pact, he will so inform the Authority designated by the BUYER.
- 7.6 The BIDDER(s) accepts that the Monitor has the right to access without restriction to all Project documentation of the BUYER including that provided by the BIDDER. The BIDDER will also grant the Monitor, upon his request and demonstration of a valid interest, unrestricted and unconditional access to his project documentation. The same is applicable to Subcontractors. The Monitor shall be under contractual obligation to treat the information and documents of the BIDDER/Subcontractor(s) with confidentiality.
- 7.7 The BUYER will provide to the Monitor sufficient information about all meetings among the parties related to the Project provided such meetings could have an impact on the contractual relations between the parties. The parties will offer to the Monitor the option to participate in such meetings.
- 7.8 The Monitor will submit a written report to the designated Authority of BUYER/Secretary in the Department/ within 8 to 10 weeks from the date of reference or intimation to him by the BUYER / BIDDER and, should the occasion arise, submit proposals for correcting problematic situations.

**8. Facilitation of Investigation**

In case of any allegation of violation of any provisions of this Pact or payment of commission, the BUYER or its agencies shall be entitled to examine all the documents including the Books of Accounts of the BIDDER and the BIDDER shall provide necessary information and documents in English and shall extend all possible help for the purpose of such examination.

**9. Law and Place of Jurisdiction**

This Pact is subject to Indian Law. The place of performance and jurisdiction is the seat of the BUYER.

**10. Other Legal Actions**

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

**11. Validity**

11.1 The validity of this Integrity Pact shall be from date of its signing and extend upto 5 years or the complete execution of the contract to the satisfaction of both the BUYER and the BIDDER/Seller, including warranty period, whichever is later. In case BIDDER is unsuccessful, this Integrity Pact shall expire after six months from the date of the signing of the contract, with the successful Bidder by the BUYER.

11.2 Should one or several provisions of this Pact turn out to be invalid; the remainder of this Pact shall remain valid. In this case, the parties will strive to come to an agreement to their original intentions.

12. The parties hereby sign this Integrity Pact at \_\_\_\_\_ on \_\_\_\_\_

For BUYER

Name of the Officer.

Designation

Office / Department / Branch

State Bank of India.

For BIDDER

Chief Executive Officer/

Authorised Signatory

Designation

Witness

1

2

Witness

1.

2.

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



Appendix-O

**FORMAT FOR EMD BANK GUARANTEE : NOT APPLICABLE**

To:

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**EMD BANK GUARANTEE FOR**

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

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

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

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

4. NOW THIS GUARANTEE WITNESSETH THAT

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

5. We also agree to undertake to and confirm that the sum not exceeding Rs.\_\_\_\_\_/-(Rupees \_\_\_\_\_ Only) as aforesaid shall be paid by us without any demur or protest, merely on demand from the SBI on receipt of a notice in writing stating the amount



is due to them and we shall not ask for any further proof or evidence and the notice from the SBI shall be conclusive and binding on us and shall not be questioned by us in any respect or manner whatsoever. We undertake to pay the amount claimed by the SBI, without protest or demur or without reference to Bidder and notwithstanding any contestation or existence of any dispute whatsoever between Bidder and SBI, pay SBI forthwith from the date of receipt of the notice as aforesaid. We confirm that our obligation to the SBI under this guarantee shall be independent of the agreement or agreements or other understandings between the SBI and the Bidder. This guarantee shall not be revoked by us without prior consent in writing of the SBI.

6. We hereby further agree that –

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

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

Notwithstanding anything contained hereinabove:

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

Yours faithfully,

For and on behalf of

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Authorized official of the bank

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





**RRP FOR CASH PICK-UP SERVICES WITH  
MERGER, VAULTING AND BURIAL FACILITIES**

|      |                                                                                         |        |     |  |  |  |             |       |            |            |            |  |
|------|-----------------------------------------------------------------------------------------|--------|-----|--|--|--|-------------|-------|------------|------------|------------|--|
| R 7  | 8.01                                                                                    | 10.00  | 3.0 |  |  |  |             |       |            |            |            |  |
| R 8  | 10.01                                                                                   | 20.00  | 3.0 |  |  |  |             |       |            |            |            |  |
| R 9  | 20.01                                                                                   | 50.00  | 1.0 |  |  |  |             |       |            |            |            |  |
| R 10 | 50.01                                                                                   | 100.00 | 1.0 |  |  |  |             |       |            |            |            |  |
| R 11 | 100.01                                                                                  | 200.00 | 1.0 |  |  |  |             |       |            |            |            |  |
| R 12 | 200.01                                                                                  | 500.00 | 1.0 |  |  |  |             |       |            |            |            |  |
| R 13 | Additional KMs charge outside city limits                                               |        | 5.0 |  |  |  | *****<br>** | ***** | *****<br>* | *****<br>* | *****<br>* |  |
| R 14 | Additional Charges for Coin Counting per 100 piece over base price                      |        | 3.0 |  |  |  | *****<br>** | ***** | *****<br>* | *****<br>* | *****<br>* |  |
| R 15 | % of base price in case of Holidays and Sundays                                         |        | 3.0 |  |  |  | *****<br>** | ***** | *****<br>* | *****<br>* | *****<br>* |  |
| R 16 | % of base price in case of Counting at Customers premises                               |        | 3.0 |  |  |  | *****<br>** | ***** | *****<br>* | *****<br>* | *****<br>* |  |
| R 17 | % of base proceed in case of CCV ( Cash counting and Verification) at Customer premises |        | 3.0 |  |  |  | *****<br>** | ***** | *****<br>* | *****<br>* | *****<br>* |  |
| R 18 | % of base price in case of processing of Cash                                           |        | 3.0 |  |  |  | *****<br>** | ***** | *****<br>* | *****<br>* | *****<br>* |  |



**RRP FOR CASH PICK-UP SERVICES WITH  
MERGER, VAULTING AND BURIAL FACILITIES**

|      |                                                                        |       |  |  |  |            |       |       |            |       |            |  |
|------|------------------------------------------------------------------------|-------|--|--|--|------------|-------|-------|------------|-------|------------|--|
| R 19 | % of base price in case of Cash picked up beyond the per pick up limit | 3.0   |  |  |  | ****<br>** | ***** | ***** | *****<br>* | ***** | *****<br>* |  |
|      |                                                                        | 63.00 |  |  |  |            |       |       |            |       |            |  |

**ON CALL PICK-UP SF-II**

| Range | Description                                  |       | Multiplier | On call pick up |             |                 |
|-------|----------------------------------------------|-------|------------|-----------------|-------------|-----------------|
|       | Amount of Cash Picked up Per day (Rs in Lac) |       |            | Base Rate       | Lowest Rate | Score           |
| A     | B                                            |       | C          | D               | E           | Sf2=<br>(E/D)*C |
| R 1   | upto Rs 0.50                                 |       | 1.0        |                 |             |                 |
| R 2   | 0.51                                         | 1.00  | 1.0        |                 |             |                 |
| R 3   | 1.01                                         | 2.00  | 1.0        |                 |             |                 |
| R 4   | 2.01                                         | 4.00  | 1.0        |                 |             |                 |
| R 5   | 4.01                                         | 6.00  | 1.0        |                 |             |                 |
| R 6   | 6.01                                         | 8.00  | 1.0        |                 |             |                 |
| R 7   | 8.01                                         | 10.00 | 1.0        |                 |             |                 |



RRP FOR CASH PICK-UP SERVICES WITH  
MERGER, VAULTING AND BURIAL FACILITIES

|                  |                                                 |     |  |  |  |
|------------------|-------------------------------------------------|-----|--|--|--|
| R 13             | Additional KMs<br>charge outside city<br>limits | 1.0 |  |  |  |
| <b>Total (B)</b> |                                                 |     |  |  |  |

For arriving L1 Bidder both the totals i.e (A) + (B) will be added.

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