



**REQUEST FOR PROPOSAL
FOR SELECTION OF SOLUTION PROVIDER FOR KANPUR METRO PROJECT
UNDER UTTAR PRADESH METRO RAIL CORPORATION LIMITED
(UPMRCL) FOR IMPLEMENTATION OF NCMC BASED AUTOMATIC FARE
COLLECTION (AFC) SYSTEM**

Ref: D&TB/PS/RFP/METRO/2021-22/002

Date: 02.11.2021

**STATE BANK OF INDIA
DIGITAL AND TRANSACTION BANKING – PRODUCTS AND
OPERATIONS
CORPORATE CENTRE,
MITTAL TOWER – C WING, FIRST FLOOR,
NARIMAN POINT,
MUMBAI – 400 021.**

Schedule of Events

Sr. 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: Sh. Paramjeet Singh Sodhi Designation: Deputy General Manager (Projects) Email ID: dgmprojects.dtb@sbi.co.in mgr1smartcity.dtb@sbi.co.in (7045660876) Contact Address: STATE BANK OF INDIA, DIGITAL AND TRANSACTION BANKING DEPARTMENT – PRODUCTS AND OPERATIONS, CORPORATE CENTRE, MITTAL TOWER – C WING, FIRST FLOOR, NARIMAN POINT, MUMBAI – 400 021.
2	Bid Document Availability including changes/amendments if any to be issued	RFP may be downloaded from Bank's website https://www.sbi.co.in under procurement news from 02.11.2021 to 22.11.2021 up to 05:00 PM
3	Last date for requesting clarifications	Up to 5:00 pm on 06.11.2021 All communications regarding points /queries requiring clarifications shall be given in writing or by e-mail.
4	Pre - bid Meeting	04:00 PM on 08.11.2021 through online Microsoft Teams meeting (invite will be sent to the emails given by Bidders) or in person.
5	Clarifications to queries raised at pre-bid meeting will be provided by the Bank.	On 15.11.2021.
6	Last date and time for Bid submission	Upto 05:00 PM on 22.11.2021. (Bidder need to submit Hard copy of the solution i.e. Technical and Eligibility documents (excluding Price Bid) within 5 working days of the final Bid submission date. Price Bid submission in Hard Copy will make the Bid liable for rejection and Bidder will be disqualified.
7	Address for submission of Bids	Bids to be submitted online on e-Procurement portal https://etender.sbi for RFP reference number D&TB/PS/RFP/METRO/2021-22/002 dated 02.11.2021.
8	Date and Time of opening of Technical Bids	06:00 PM on 22.11.2021. Authorized representatives of Bidders may be present online during opening of the Technical Bids. However, Technical Bids would be opened even in the absence of any or all the Bidder representatives. Technical Presentation: 04:00 PM on 23.11.2021.

Sr. No.	Particulars	Remarks									
9	Opening of Price Bids	Price bids of technically qualified bidders only will be opened on a subsequent date.									
10	Tender Fee	Rs. 23,600 (Rs. Twenty-Three Thousand Six-Hundred only) including 18% GST Amount should be deposited in A/c No. 37608352111, IFSC - SBIN0011343 Account Name: Sys. Sus. Br. Parking Account Tender fee will be non-refundable.									
11	Earnest Money Deposit (EMD shall be valid up to 180 days from bid submission date. Bidder should deposit EMD and Tender Fee separately.)	Rs. 1,05,00,000 (Rs. One crore Five Lakh only) EMD should be in the form of a bank guarantee or to be deposited in A/c No. 37608352111, IFSC - SBIN0011343 Account Name: Sys. Sus. Br. Parking Account									
12	Performance Bank Guarantee	Rs. 4.71 Crores	Performance Security in form of BG should be valid for 13 year + 1 year (Total 14 years) from the date of entering into the Agreement.								
13	Contact details of e-Procurement agency appointed for e-procurement	<table border="1"> <thead> <tr> <th data-bbox="608 1122 978 1167">Name</th> <th data-bbox="978 1122 1358 1167">Mobile No.</th> </tr> </thead> <tbody> <tr> <td data-bbox="608 1167 978 1245">Fahad Khan Fahad@eptl.in</td> <td data-bbox="978 1167 1358 1245">9904406300</td> </tr> <tr> <td data-bbox="608 1245 978 1323">Shaikh Nasruddin shaikh@eptl.in</td> <td data-bbox="978 1245 1358 1323">9510812960</td> </tr> <tr> <td data-bbox="608 1323 978 1402">Hardik Gadge hardik.gadge@eptl.in</td> <td data-bbox="978 1323 1358 1402">9265562821</td> </tr> </tbody> </table>		Name	Mobile No.	Fahad Khan Fahad@eptl.in	9904406300	Shaikh Nasruddin shaikh@eptl.in	9510812960	Hardik Gadge hardik.gadge@eptl.in	9265562821
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ABBREVIATIONS USED

Sr. No.	Terms	Definition
1	AEN	Aadhaar Enrollment Number
2	AFC	Automatic Fare Collection
3	AFCS	Automatic Fare Collection System
4	AMC	Annual Maintenance Contract
5	BG	Bank Guarantee
6	CBS	Core Banking Solution
7	CMM	Capability Maturity Model
8	CSA	Common Service Area
9	DPIIT	Department for Promotion of Industry and Internal Trade
10	EDC	Electronic Data Capture
11	EMD	Earnest Money Deposit
12	IBA	Indian Banks Association
13	IPR	Intellectual Property Rights
14	LLP	Limited Liability Partnership
15	MSE	Micro & Small Enterprises
16	NCMC	National Common Mobility Card
17	NPCI	National Payments Corporation of India
18	NSIC	National Small Industries Corporation
19	OEM	Original Equipment Manufactures
20	OSA	Operator Service Area
21	OTP	One Time Pin
22	OVD	Officially Valid Document
23	PBL	Lowest Price Bid among the eligible bidders
24	PBR	Price Bid of the respective Bidder
25	PBT	Profit Before Tax
26	PCI DSS	Payment Card Industry Data Security Standard
27	PCMS	Prepaid Card Management System
28	PG	Payment Gateway
29	PO	Purchase Order
30	RFP	Request for Proposal
31	SBG	State Bank Group
32	SLA	Service Level Agreement
33	SOA	Service Oriented Architecture
34	St	Score of Technical Bid
35	TLF	Transaction Log File
36	TOM	Ticket Office Machine
37	TVM	Ticket Vending Machine
38	UAT	User Acceptance Test
39	UPMRC/UPMRCL	Uttar Pradesh Metro Rail Corporation Limited

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 SELECTION OF SOLUTION PROVIDER FOR KANPUR METRO PROJECT UNDER UTTAR PRADESH METRO RAIL CORPORATION LIMITED (UPMRCL) FOR IMPLEMENTATION OF NCMC BASED AUTOMATIC FARE COLLECTION (AFC) SYSTEM.
- ii. To meet the AFC Implementation requirements, the Bank proposes to invite online Bids from eligible Bidders as per details/scope of work mentioned in **Appendix-C** of this RFP document.
- 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 Hardware and Software Solution/ service 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 DESIGN, MANUFACTURE, SUPPLY, INSTALLATION, TESTING & COMMISSIONING OF OPEN LOOP EMV NCMC CARD & QR CODE BASED AUTOMATIC FARE COLLECTION (AFC) SYSTEM ON PPP BASIS FOR KANPUR METRO PROJECT. The proposed Hardware and Software Solution/ service must be as per the requirement of RFP published by UPMRCL for AFC implementation at Kanpur Metro and integrate the same with Bank's existing infrastructure seamlessly.



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MENT_PART_1.pdf



AFC_TENDER_DOCU
MENT_PART_4.pdf



AFC_TENDER_DOCU
MENT_PART_3 (1).pdf



AFC_TENDER_DOCU
MENT_PART_2.pdf



KNPAFC01_ADDEND
UM01.pdf

Note: The Bidder must ascertain the scope of Work as per Kanpur RFP (Tender Ref ID: KNPAFC-01) before submission of Bid.

- 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 supply of proposed Hardware and Software Solution/ service 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 Hardware and Solution/service 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, 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 for the Project and the Bank reserves the right to reject all or any of the Bids or Bidders without assigning any reason whatsoever before issuance of purchase order and/or its acceptance thereof by the successful Bidder as defined in Award Criteria and Award of Contract in this RFP.

3. DEFINITIONS:

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

- i. **"The Bank"** 'means the State Bank of India (including domestic branches and foreign offices), Subsidiaries and Joint Ventures, where the Bank has ownership of more than 50% of voting securities or the power to direct the management and policies of such Subsidiaries and Joint Ventures

- ii. **“Bidder”** means an eligible entity/firm submitting the Bid in response to this RFP.
- iii. **“Bid”** means the written/online reply or submission of response to this RFP.
- iv. **“The Contract/SLA/Agreement”** means the agreement entered between the Bank and Service Provider, as recorded in the Contract Form/SLA signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein.
- v. **“Total Contract Price/Project Cost/TCP”** means the price payable to Service Provider over the entire period of Contract for the full and proper performance of its contractual obligations.
- vi. **“Vendor/Service Provider”** is the successful Bidder found eligible as per eligibility criteria set out in this RFP, whose technical Bid has been accepted and who has emerged as Highest Scoring Bidder as per the selection criteria set out in the RFP and to whom notification of award has been given by the Bank.
- vii. **Hardware and Solution/ Services/ System** – “Hardware and Solution” or “Services” or “System” means all Hardware and Software products, services, scope of work and deliverables to be provided by a Bidder as described in the RFP and include services ancillary to the development of the solution, such as installation, commissioning, integration with existing systems, provision of technical assistance, training, certifications, auditing and other obligation of Service Provider covered under the RFP.
- viii. **Annual Maintenance Contract (AMC)** - An agreement between the Bank and the successful Bidder for repair and maintenance of equipment/software and Solution to be provided by the Bidder.
- ix. **Project**- This refers to end to end implementation of AFC System with reference to the Scope of Work mentioned in this RFP.
- x. **Start-up**: As defined by DPIIT/Ministry of Commerce & Industry, and amended from time to time.

4. SCOPE OF WORK:

As per Functional and Technical specifications mentioned in **Appendix-C** of this RFP. The quantity mentioned in **the RFP** can be increased or decreased by 10% on pro rata basis at same rate quoted by the successful Bidder during the entire project tenure.

The major roles & responsibilities of AFC Solution provider in this project are summarised below:

1. To provide Automatic Fare collection system for UPMRC Kanpur Metro Rail project. The selected bidder shall be responsible for design, manufacture, supply, installation, testing & commissioning of the

end-to-end Open loop EMV NCMC card-based AFC system and QR code-based ticketing at the required number of stations, with each device connected to the Central Backoffice AFC system.

2. The scope of work for the bidder also includes commissioning and maintenance of Central AFC solution as a cloud-based solution for UPMRC.

3. The bidder shall do all interface which are required for final AFC System which will be able to handle QR Code /Open Loop EMV (RuPay/Master/Visa) NCMC Card for Kanpur Metro Rail Project.

4. The bidder shall be responsible for the maintenance of the equipments, hardware, software, etc. and would be responsible for repairing and replacement in case of failures or defects as part of the defect liability period obligation of the contract for the contract duration.

5. The bidder shall be responsible for hosting the Central AFC solution at Cloud agreed by UPMRC and deploying a central computer system at the operation control center respectively in Kanpur or as identified by UPMRC.

6. The bidder shall be responsible for developing a mobile application that shall be integrated with UPMRC AFC system for the purpose of ticketing.

7. Integration with Lucknow Metro, Central computer system and CCHS including network connectivity from Kanpur Metro AFC system so that Lucknow "GoSmart" card can be used as fare media in Kanpur and Lucknow Metro AFC systems. The settlement of those Transactions shall be done via Lucknow CCHS.

8. Defect Liability Period (DLP) of AFC system (Hardware & Software and other required services) including Central computer system and AFC Back-office system shall be as mentioned in clause 27 of this RFP, but not limited to cost of spares, manpower, M&P etc. is included in the contract.

9. DLP scope shall cover Operation & maintenance including spares and manpower etc.

10. All certifications for AFC equipment reader central computer, mobile app etc.

11. In addition to Cash & Bank Debit/Credit card Payment Methods at TOM/EFO and TVM. UPI Payment & Bharat QR code/Mobile wallet for purchasing Single journey ticket/recharge of NCMC card shall also be enabled.

12. Provisioning of TOM Operators will be included in contract.

13. Develop and implement interfaces to integrate with Bank's issuance and acquiring switch system for EMV card transaction and settlement defined by Bank during the design phase.

14. Contractor shall provide detailed interface specification for following interfaces (API's, DLL's documentation)

- a) Smart card to smart card reader
- b) QR code to QR code reader
- c) Smart card reader, smart card, QR code reader to AFC equipment.
- d) AFC equipment (Gate, POST, TIM) to Central computer /Back office
- e) Smart card Host to Central Back Office
- f) Various external interfaces (Mobile Application, Web site if any)

15. The AFC system design each shall meet the UPMRC requirement for handling at least 90 stations, (expandable further up to 256 stations but not to be limited by any configuration parameter). The Central system should be scalable and integrated for UPMRC future extensions (for data handling capacity as well as number of lines / stations / equipment and smart cards by addition of extra hardware / up-gradation of existing hardware).

16. The system shall allow for the integration and operation of a mobile application-based ticketing.

17. Supply, installation, and commissioning of all the networking equipment and cables for station LAN, Central Computer System LAN and for the connectivity with the communication backbone provided by Telecom Contractor.

18. Supply and installation of power cables and distribution boxes for providing power to AFC equipment from the UPS provided by S&T Contractor.

19. AFC system shall be designed to process EMV NCMC open loop card, UPMRC, closed loop "GoSmart" card which is Type A contactless smart card compliant to ISO 14443 A and ISO 18092, QR codes, NFC. All Contactless EMV readers should support EMV level 1 & applicable EMV Level 2 standard kernels for processing Contactless EMV media including NCMC card and Type A contactless smart card ("GoSmart" card) and NFC mobile application.

20. The scope of supply shall include all necessary hardware / equipment, software, accessories, materials, documentation and facilities necessary to meet all requirements of the AFC system for the required stations.

(The above Scope of Work is indicative and not exhaustive. Kanpur RFP needs to be refereed by the Bidders for detailed Scope of Work pertaining to AFC. As per requirement of Kanpur Metro project any additional work relevant to the project can be added in above Scope of Work without any additional cost to the Bank.)

5. ELIGIBILITY AND TECHNICAL CRITERIA:

- i. Bid is open to all Bidders who meet the eligibility and technical criteria as given in **Appendix-B** of this RFP. The Bidder must submit the documents substantiating eligibility criteria as mentioned in this RFP document.
- ii. The Bidder shall also submit **PRE-CONTRACT INTEGRITY PACT/AGREEMENT** along with technical Bid as prescribed in **Appendix-Q** duly signed by the Bidder on each page and witnessed by two persons. The **Pre-Contract Integrity Pact/Agreement** shall be stamped as applicable in the State where it is executed. Bid submitted without Pre-Contract Integrity Pact, as per the format provided in the RFP, shall not be considered.
- iii. Any bidder from a country which shares a land border with India will be eligible to bid in this RFP only if the bidder is registered with Department of Promotion of Industry and Internal trade (DPIIT).
- iv. Bidder for the purpose of this RFP (including the term 'Agency', 'Service Provider', 'tenderer', 'consultant', or 'service provider) means any firm or person or company, every artificial juridical person not falling in any of the descriptions stated hereinbefore, including any agency Branch or office controlled by such person, participating in a bidding process. Bidder from a country which shares a land border with India for the purpose of this RFP means:
 - a) An entity incorporated, established, or registered in such a country; or
 - b) A subsidiary of an entity incorporated, established, or registered in such a country or
 - c) An entity substantially controlled through entities incorporated, established, or registered in such a country or
 - d) An entity whose beneficial owner is situated in such a country or
 - e) An Indian agent of such an entity or
 - f) A natural person who is a citizen of such a country
- v. The beneficial owner for the purpose of (d) above will be as under:
 - a. In case of a company or limited liability partnership, the beneficial owner is the natural person(s) who, whether acting alone or together, or through one or more judicial person, has a controlling ownership interest or who exercises control through Controlling ownership interest" means ownership of or entitlement to more than twenty five percent of shares or capital or profits of the company. Control shall include the right to appoint majority of the directors or to control the management or policy decisions including by virtue of their shareholdings or management rights or shareholders agreements or voting agreements.
 - b. In case of a partnership firm, the beneficial owner is the natural person(s) who, whether acting alone or together, or through one or more juridical person, has ownership of entitlement to more than fifteen percent of capital or profits of the partnership.
 - c. In case of an unincorporated association or body of individuals, the beneficial owner is the natural person(s), who whether acting alone or together, or through one or more juridical person, has ownership of or entitlement to more than fifteen percent of the property or capital or profits of such association or body of individuals.

- d. Where no natural person is identified under para c above, the beneficial owner is the relevant natural person who holds the position of senior managing official
- e. In case of a trust, the identification of beneficial owner(s) shall include identification of the author of the trust, the trustee, the beneficiaries with fifteen percent or more interest in the trust and any other natural person exercising ultimate effective control over the trust through a chain of control or ownership
- vi. An agent for the purpose of para iv(e) above, is a person employed to do any act for another, or to represent another in dealings with third person.
- vii. For works contract including turnkey contracts the successful bidder shall not be allowed to sub-contract works to any contractor from a country which shares a land border with India unless such contractor is registered with DPIIT.
- viii. The Bidder shall also submit a CERTIFICATE regarding restrictions on procurement from a bidder of a country which shares a land border with India along with its technical Bids as per Appendix-M of this RFP duly signed by the Bidder and witnessed by two persons. The Certificate shall be stamped as applicable in the State where it is executed. Bids submitted without such certificate shall not be considered and would be outrightly rejected.

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, travel, legal expenses associated with any demonstration or presentations which may be required by the Bank or any other costs incurred in connection with or relating to their Bid. The Bank shall not be liable in any manner whatsoever for the same or for any other costs or other expenses incurred by a Bidder regardless of the conduct or outcome of the bidding process.

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

- i. Bidder requiring any clarification on RFP may notify the Bank in writing strictly as per the format given in **Appendix-K** at the address/by e-mail within the date/time mentioned in the Schedule of Events.
- ii. A Pre bid meeting will be held 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 may be posted on the Bank's website or conveyed to the Bidders.

- iv. The Bank reserves the right to amend, rescind or reissue the RFP, at any time prior to the deadline for submission of Bids. The Bank, for any reason, whether, on its own initiative or in response to a clarification requested by a prospective Bidder, may modify the RFP, by amendment which will be made available to the Bidders by way of corrigendum/addendum. The interested parties/Bidders are advised to check the Bank's website regularly till the date of submission of Bid document specified in the Schedule of Events/email and ensure that clarifications / amendments issued by the Bank, if any, have been taken into consideration before submitting the Bid. Such amendments/clarifications, if any, issued by the Bank will be binding on the participating Bidders. Bank will not take any responsibility for any such omissions by the Bidder. The Bank, at its own discretion, may extend the deadline for submission of Bids 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.

8. CONTENTS OF BID DOCUMENT:

- i. The Bidder must thoroughly study/analyze 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 and supporting documents 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 and the said bidder will be disqualified.

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. If EMD is directly credited to designated account, proof of remittance of EMD in the designated account should be enclosed with the technical bid. However, if EMD is in form of Bank Guarantee, scanned copy of original EMD Bank Guarantee should be uploaded on portal of e-Procurement agency along with technical bid. Original EMD Bank Guarantee should be posted/couriered/given in person to the Bank at the address specified in Schedule of Event Sl. No. 1, within the bid submission date and time for the RFP.
- iv. Any Bid not accompanied by EMD for the specified amount 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 4 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 Performance 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 its Bid during the period of Bid validity specified in this RFP; or
 - (b) if a Bidder makes any statement or encloses any form/documents which turns out to be false / incorrect at any time prior to signing of Contract; or
 - (c) if the successful Bidder fails to accept the Purchase/Work Order and/or sign the Contract with the Bank or furnish Bank Guarantee, within the specified time period in the RFP.
- ix. If EMD is forfeited for any reasons mentioned above, the concerned Bidder may be debarred from participating in the RFPs floated by the Bank/this department, in future, as per sole discretion of the Bank.

10. BID PREPARATION AND SUBMISSION:

- i. The Bid is to be submitted separately for technical and Price on portal of e-Procurement agency. 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 (if directly credited in designated account) and Tender Fee as specified in this document. In case, EMD is submitted in form of BG, scanned copy of original BG should be uploaded subject to compliance of requirement mentioned in clause no 9 (iii).
- (d) Specific response with supporting documents in respect of Eligibility Criteria as mentioned in **Appendix- B** and technical evaluation criteria on the lines of **Appendix- D**.
- (e) Bidder's details as per **Appendix-F** 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 Eligibility Criteria under **Appendix-B**.
- (i) Scanned copy of duly stamped and signed Pre-Contract Integrity Pact

Note: Price Bid for providing the solution in response to this **RFP**, should contain the Price Bid strictly as **required in Appendix E**. The Price must include all the price components mentioned. Prices are to be quoted in Indian Rupees only.

ii. 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) Based on the "One Bid Per Bidder" principle, which is to ensure fair competition, a firm and any affiliate that directly or indirectly controls, is controlled by, or is under common control with that firm shall not be allowed to submit more than one Bid, either individually or as a member in a JV.
- (c) While submitting the Technical Bid, literature on the Services should be segregated and kept together in one section.
- (d) Care should be taken that the Technical Bid shall not contain any price information. Such proposal, if received, will be rejected.
- (e) The Bid document shall be complete in accordance with various clauses of the RFP document, or any addenda/corrigenda or clarifications issued in connection thereto, duly signed by the authorized representative of the Bidder. Board resolution authorizing representative to Bid and make commitments on behalf of the Bidder is to be attached.
- (f) It is mandatory for all the Bidders to have class-III Digital Signature Certificate (DSC) (in the name of person who will sign the Bid) from any of the licensed certifying agency to participate in this RFP. DSC should be in the name of the authorized signatory. It should be in corporate capacity (that is in Bidder capacity).
- (g) Bids may be rejected if only one Bid (i.e. Technical Bid or Price Bid) is received.
- (h) If deemed necessary, the Bank may seek clarifications on any aspect from the Bidder. However, that would not entitle the Bidder to change or cause any change in the substances of the Bid already submitted or the price quoted.
- (i) The Bidder may also be asked to give presentation for the purpose of clarification of the Bid.
- (j) The Bidder must provide specific and factual replies to the points raised in the RFP.

- (k) The Bid shall be typed or written in indelible ink and shall be signed by the Bidder or a person or persons duly authorized to bind the Bidder to the Contract.
- (l) All the enclosures (Bid submission) shall be serially numbered. The person or persons signing the Bids shall initial all pages of the Bids.
- (m) Any inter-lineation, erasures or overwriting shall be valid only if they are initialed by the person signing the Bids.
- (n) 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.
- (o) 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.
- (p) The Bank reserves the right to reject Bids not conforming to above.
- (q) Bidder need to submit Hard copy of the solution i.e. Technical and Eligibility documents (excluding Price Bid) within 5 working days of the final Bid submission date. Price Bid submission in Hard Copy will make the Bid liable for rejection and Bidder will be disqualified.

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. Wherever applicable, the Bidder shall submit the original EMD Bank Guarantee and Pre- Contract Integrity Pact/Agreement with their respective enclosures and seal it in an envelope and mark the envelope as "Technical Bid". The said envelope shall clearly bear the name of the project and name and address of the Bidder. In addition, the last date for bid submission should be indicated on the right and corner of the envelope. The original documents should be submitted within the bid submission date and time for the RFP at the address mentioned in Schedule of Events, failing which Bid will be treated as non-responsive.
- 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 after the deadline for submission of Bids prescribed, will stand rejected

12. MODIFICATION AND WITHDRAWAL OF BIDS:

- i. The Bidder may modify its Bid 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. BIDs cannot be withdrawn after the deadline for submission of Bids.

13. PERIOD OF BID VALIDITY

- i. Bid shall remain valid for duration of 6 calendar months from Bid submission date.
- ii. Price quoted by the Bidder shall remain valid for duration of 6 calendar months from the date of Bid submission.
- iii. In exceptional circumstances, the Bank may solicit the Bidders' consent to an extension of the period of validity. The request and the responses thereto shall be made in writing. A Bidder is free to refuse the request. However, in such case, the Bank will not forfeit its EMD. However, any extension of validity of Bids or price will not entitle the Bidder to revise/modify the Bid document.
- iv. Once Purchase Order or Letter of Intent is issued by the Bank, 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.

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 Financial Bid opening and further RFP evaluation process.
- iii. The Bank will examine the Bids to determine whether they are complete, required formats have been furnished, the documents have been properly signed, EMD and Tender Fee for the desired amount and

validity period is available and the Bids are generally in order. The Bank may, at its discretion waive any minor non-conformity or irregularity in a Bid which does not constitute a material deviation.

- iv. Prior to the detailed evaluation, the Bank will determine the responsiveness of each Bid to the RFP. For purposes of these Clauses, a responsive Bid is one, which conforms to all the terms and conditions of the RFP in toto, without any deviation.
- v. The Bank's determination of a Bid's responsiveness will be based on the contents of the Bid itself, without recourse to extrinsic evidence.
- vi. After opening of the technical Bids and preliminary evaluation, some or all the Bidders may be asked to make presentations on the Solution/service proposed to be offered by them.
- vii. If a Bid is not responsive, it will be rejected by the Bank and will not subsequently be made responsive by the Bidder by correction of the non-conformity.

16. TECHNICAL EVALUATION:

- i. Technical evaluation will include technical information submitted as per technical Bid format, demonstration of proposed Hardware and Software Solution/services, reference calls and site visits, wherever required. The Bidder may highlight the noteworthy/superior features of their Hardware and Software Solution/ services. The Bidder will demonstrate/substantiate all claims made in the technical Bid along with supporting documents to the Bank, the capability of the Hardware and Software Solution/ services to support all the required functionalities at their cost in their lab or those at other organizations where similar Hardware and Software Solution/ services is in use.
- ii. During evaluation and comparison of Bids, the Bank may, at its discretion ask the Bidders for clarification on the Bids received. The request for clarification shall be in writing and no change in prices or substance of the Bid shall be sought, offered, or permitted. No clarification at the initiative of the Bidder shall be entertained after bid submission date.

17. EVALUATION OF FINANCIAL BIDS AND FINALIZATION:

The envelope, containing the Financial/Price Bid of only those Bidders who are short-listed after technical evaluation, would be opened.

- a. The successful Bidder will be selected based on net total of the technical and price evaluation as quoted in the Techno Commercial bid Evaluation formula. To qualify for the opening of financial proposal/Price bids, the Bidder must get a minimum overall technical score of 70 (Seventy) Marks.
- b. The scores for Techno-commercial Bid evaluation (60% x 40%) will be based on the following formula:

$$\text{Combined Technical \& Commercial Score} = [60\% \times St] + [40\% \times (PBL / PBR) \times 100]$$

Where,

- St: Score in Technical Bid out of 100 Marks
- PBL: Lowest Price Bid among the eligible bidders
- PBR: Price Bid of the respective Bidder

The bidder achieving the highest Combined Technical and Commercial Score will be declared successful among the eligible bidders.

18. CONTACTING THE BANK:

- 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.
- 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:

- Applicability of Preference to Make in India, Order 2017 (PPP-MII Order) Amended on 18th Sep 2020**
Guidelines on Public Procurement (Preference to Make in India), Order 2017 (PPP-MII Order), amended on 18th Sep 2020 and any revision thereto will be applicable for this RFP and allotment will be done in terms of said Order as under:
Please Refer the PPP MI Order Guideline link:
<https://dpiit.gov.in/sites/default/files/PPP%20MII%20Order%20dated%2016%2009%202020.pdf>
- Successful bidder will be declared as detailed out in clause 17 of the RFP.

20. POWERS TO VARY OR OMIT WORK:

- 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. If any change in the work is likely to result in reduction in cost, the parties shall agree in writing 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 must 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 being finally selected. In case, SBI is the sole Banker for the Bidder, a Letter of Comfort from SBI may be accepted.
- ii. The Bank Guarantee is required to protect the interest of the Bank against delay in supply/installation and/or the risk of non-performance of the successful Bidder in respect successful implementation of the project, or performance of the material or services sold, or breach of any terms and conditions of the Agreement, which may warrant invoking of Bank Guarantee.

25. SYSTEM INTEGRATION TESTING & USER ACCEPTANCE TESTING:

System integration testing will be followed by user acceptance testing and production/live environment testing; plan for which must be submitted by Service Provider to the Bank. The UAT and Production environment includes functional tests, resilience tests, benchmark comparisons, operational tests, load tests etc. SBI staff / Metro staff / third Party vendor designated by the Bank/Metro may oversee the functional testing. This staff / third party vendor will need necessary on-site training for the purpose and should be provided by Service Provider. Service Provider should carry out other testing like resiliency/benchmarking/load etc. Service Provider should submit result log for all testing to the Bank.

On satisfactory completion of the aforementioned tests, the User Acceptance Test (UAT) and Production/live environment testing; a letter will be issued to Service Provider by the competent authority. Any changes happening in the future as per Regulatory/PTO requirement must be taken care by bidder.

26. SERVICES:

- i. All professional services necessary to successfully implement the proposed Solution will be part of the RFP/Contract.
- ii. The Bidder should also submit as part of technical Bid an overview of Project Management approach of the proposed product.
- iii. Bidder should ensure that key personnel with relevant skill sets are available to the Bank.
- iv. Bidder should ensure that the quality of methodologies for delivering the services, adhere to quality standards/timelines stipulated therefor.
- v. Bidder shall be willing to transfer skills to relevant personnel from the Bank, by means of training and documentation.
- vi. Bidder shall provide and implement patches/ upgrades/ updates for hardware/ software/ Operating System / Middleware etc. as and when released by Service Provider/ OEM or as per requirements of the Bank. Bidder should bring to notice of the Bank all releases/ version changes.
- vii. Bidder shall obtain a written permission from the Bank before applying any of the patches/ upgrades/ updates. Bidder must support older versions of the hardware/ software/ Operating System /Middleware etc. in case the Bank chooses not to upgrade to latest version.
- viii. Bidder shall provide maintenance support for Hardware/ Software/ Operating System/ Middleware over the entire period of contract.

- ix. All product updates, upgrades & patches shall be provided by the Bidder/ Service Provider free of cost during warranty and AMC period.
- x. Bidder shall provide legally valid Solution. The detailed information on license count and type of license shall also be provided to the Bank.
- xi. The Bidder shall keep the Bank explicitly informed the end of support dates on related products/hardware/firmware and should ensure support during warranty and AMC period.

27. WARRANTY, DEFECT LIABILITY PERIOD (DLP) AND ANNUAL MAINTENANCE CONTRACT:

- i. The selected Bidder shall support the Hardware and Software Solution during the period of warranty (upto 12 months after Go-Live), DLP (upto 12 months after Warranty Period) and AMC (after DLP Period) as specified in the RFP published by UPMRC for DESIGN, MANUFACTURE, SUPPLY, INSTALLATION, TESTING & COMMISSIONING OF OPEN LOOP EMV NCMC CARD & QR CODE BASED AUTOMATIC FARE COLLECTION (AFC) SYSTEM ON PPP BASIS FOR KANPUR METRO PROJECT (Tender Ref : KNPAFC-01) from the date of acceptance of the Hardware and Software Solution by State Bank of India. Upon completion/termination of the AMC, Bidder shall hand-over the Equipment/Solution to the Bank in working condition.
- ii. During the warranty, DLP and AMC period (if desired), the Bidder will have to undertake comprehensive support of the Hardware and Software Solution supplied by the Bidder and all new versions, releases, and updates for all standard software to be supplied to the Bank at no additional cost. During the support period, the Bidder shall maintain the Hardware and Software Solution to comply with parameters defined for acceptance criteria and the Bidder shall be responsible for all costs relating to labour, spares, maintenance (preventive and corrective), compliance of security requirements and transport charges from and to the Site (s) in connection with the repair/ replacement of the Hardware and Software Solution, which, under normal and proper use and maintenance thereof, proves defective in design, material or workmanship or fails to conform to the specifications, as specified.
- iii. During the support period (warranty, DLP and AMC, if desired), Service Provider shall ensure that services of professionally qualified personnel are available for providing comprehensive on-site maintenance of the Hardware and Software Solution and its components as per the Bank's requirements. Comprehensive maintenance shall include, among other things, day to day maintenance of the Hardware and Software Solution as per the Bank's policy, reloading of firmware/software, compliance to security requirements, etc. when required or in the event of system crash/malfunctioning, arranging and configuring facility as per the requirements of the Bank, fine tuning, system monitoring, log maintenance, etc. The Bidder shall provide services of an expert engineer at SBI GITC, Belapur or at other locations wherever required, whenever it is essential. In case of failure of Solution, the Bidder shall ensure that Hardware and Software Solution is made operational to the full satisfaction of the Bank within the given timelines.

- iv. Warranty/DLP/ AMC (if opted) for the Hardware and system software/ off-the shelf software will be provided to the Bank as per the general conditions of sale of such Hardware/software.
- v. Support (Warranty/ AMC, if opted) would be on-site and comprehensive in nature and must have back-to-back support from the OEM/Service Provider. Service Provider will warrant products against defects arising out of faulty design etc. during the specified support period.
- vi. In the event of system break down or failures at any stage, protection available, which would include the following, shall be specified.
 - (a) Diagnostics for identification of systems failures
 - (b) Protection of data/ Configuration
 - (c) Recovery/ restart facility
 - (d) Backup of system software/ Configuration
- vii. Prompt support shall be made available as desired in this RFP during the support period at the locations as and when required by the Bank.
- viii. The Bidder shall be agreeable for on-call/on-site support during peak weeks (last and first week of each month) and at the time of switching over from PR to DR and vice-versa. No extra charge shall be paid by the Bank for such needs, if any, during the support period.
- ix. Bidder support staff should be well trained to effectively handle queries raised by the customers/employees of the Bank and UPMRC.
- x. Updated escalation matrix shall be made available to the Bank once in each quarter and each time the matrix gets changed.

28. PENALTIES:

In addition to Penalties mentioned in Appendix-R, SBI can recover penalties imposed by UPMRC for any deficiencies in the Services or non-performance of the contractual terms as required by UPMRC mentioned in Tender KNPAFC-01.

29. 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.

30. INSPECTION AND TESTING:

- i. The Bank reserves the right to carry out pre-shipment inspection or demand a demonstration of the product on a representative model at Service Provider's location.
- ii. The inspection and test prior to dispatch of the product/at the time of final acceptance would be as follows:
 - (a) Service Provider shall intimate the Bank before dispatching products for conducting inspection and testing.
 - (b) The inspection and acceptance test may also be conducted at the point of delivery and / or at the products' destination. Reasonable facilities and assistance, including access to drawings and production data, shall be furnished to the inspectors, at no charge to the Bank. In case of failure by Service Provider to provide necessary facility / equipment at its premises, all the cost of such inspection like travel, boarding, lodging & other incidental expenses of the Bank's representatives to be borne by Service Provider.
- iii. The Bank's right to inspect, test the product/ solution after delivery of the same to the Bank and where necessary reject the products/solution which does not meet the specification provided by the Bank. This shall in no way be limited or waived by reason of the products/ solution having previously being inspected, tested, and passed by the Bank or its representative prior to the products/ solution shipment from the place of origin by the Bank or its representative prior to the installation and commissioning.
- iv. Nothing stated hereinabove shall in any way release Service Provider from any warranty or other obligations under this contract.
- v. System integration testing and User Acceptance/Production testing will be carried out as per requirement of the Bank/Kanpur Metro/UPMRCL.
- vi. The Bidder will be required to implement Information Security (IS) controls – as revised from time to time by the Bank. Existing List of IS controls is given in Appendix - C

31. 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, UPMRC or any regulatory authority, covering the risk parameters finalized by the Bank/ such auditors in the areas of products (IT hardware/ Software) and services etc. provided to the Bank and 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 the Service Provider. The 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, UPMRC 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 the Service Provider on the risk parameters finalized by the Bank or in the certification submitted by the Auditors, the Service Provider shall correct/resolve the same at the earliest and shall provide all necessary documents related to resolution thereof and the auditor shall further certify in respect of resolution of the deficiencies. The resolution provided by the Service Provider shall require to be certified by the Auditors covering the respective risk parameters against which such deficiencies have been observed.
- iii. Service Provider 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, UPMRC 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 the 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.).

32. SUBCONTRACTING:

As per scope of this RFP, sub-contracting is not permitted without written approval of the Bank. The Selected Bidder is also prohibited from assigning the project/services or any part of the project/services to anyone.

33. VALIDITY OF AGREEMENT:

The Agreement/ SLA will be valid for the period of 13 year(s). The Bank reserves the right to terminate or extend the timeline of Agreement as per the terms of the RFP/ Agreement.

34. LIMITATION OF LIABILITY:

- i. The maximum aggregate liability of Service Provider, subject to clause 34 (iii), in respect of any claims, losses, costs or damages arising out of or in connection with this RFP/Agreement shall not exceed the total Project Cost.
- ii. Under no circumstances shall either Party be liable for any indirect, consequential, or incidental losses, damages or claims including loss of profit, loss of business or revenue.
- iii. The limitations set forth herein shall not apply with respect to:

- a) claims that are the subject of indemnification pursuant to infringement of third-party Intellectual Property Right;
- b) damage(s) occasioned by the Gross Negligence or Willful Misconduct of Service Provider,
- c) damage(s) occasioned by Service Provider for breach of Confidentiality Obligations,
- d) Regulatory or statutory fines imposed by a Government or Regulatory agency for non-compliance of statutory or regulatory guidelines applicable to the Bank, provided such guidelines were brought to the notice of Service Provider.

For the purpose of clause 34(iii)(b) **“Gross Negligence”** means any act or failure to act by a party which was in reckless disregard of or gross indifference to the obligation of the party under this Agreement and which causes injury, damage to life, personal safety, real property, harmful consequences to the other party, which such party knew, or would have known if it was acting as a reasonable person, would result from such act or failure to act for which such Party is legally liable. Notwithstanding the 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.

35. CONFIDENTIALITY:

Confidentiality obligations shall be as per Non-Disclosure Agreement placed at **Appendix-J** and Service Level Agreement placed at **Appendix-I**, of this RFP.

36. DELAY IN SERVICE PROVIDER’S PERFORMANCE:

- i. Delivery, installation, commissioning of the Solution and performance of Services shall be made by the Selected Bidder strictly within the timelines prescribed in **Appendix-O** of this RFP.
- ii. If at any time during performance of the Contract, Service Provider should encounter conditions impeding timely delivery of the Solution 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 Penalties, liquidated damages, invocation of Bank Guarantee and/or termination of Contract (as laid down elsewhere in this RFP document).

37. SERVICE PROVIDER'S OBLIGATIONS:

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

38. TECHNICAL DOCUMENTATION:

- i. Service Provider shall deliver the documents to the Bank for every Hardware and software including third party software before software/ service become operational, which includes, user manuals, installation manuals, operation manuals, design documents, process documents, technical manuals, functional specification, software requirement specification, on-line tutorials/ CBTs, system configuration documents, system/database administrative documents, debugging/diagnostics documents, test procedures etc.
- ii. Service Provider shall also provide documents related to Review Records/ Test Bug Reports/ Root Cause Analysis Report, list of all Product components, list of all dependent/external modules and list of all documents relating to traceability of the Solution as and when applicable.
- iii. Service Provider shall also provide the MIS reports, data flow documents, data register and data dictionary as per requirements of the Bank. Any level/ version changes and/or clarification or corrections or modifications in the above-mentioned documentation should be supplied by Service Provider to the Bank, free of cost in timely manner.

39. INTELLECTUAL PROPERTY RIGHTS AND OWNERSHIP:

- i. For any technology / Software / solution developed/used/supplied by Service Provider for performing Services or licensing and implementing Software and solution for the Bank as part of this RFP, Service Provider shall have right to use as well right to license for the outsourced services or third-party product. The Bank shall not be liable for any license or IPR violation on the part of Service provider.
- ii. Bidder should possess the absolute unrestricted IPR for the Core solution provided by it. Bidder to submit Manufacturer's Authorization Form as provided in Appendix-P
- iii. 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.
- iv. Subject to clause 39 (iv) and 39 (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 cost, claims, damages, demands, expenses and liabilities whatsoever nature arising out of or in connection with all claims of infringement of Intellectual Property Right, including patent, trademark, copyright, trade secret or industrial design rights of any third party arising from use of the technology / Software / products or any part thereof in India or abroad, for Software licensed/developed as part of this engagement. In case of violation/ infringement of patent/ trademark/ copyright/ trade secret or industrial design or any other Intellectual Property Right of third party, Service Provider shall, after due inspection and testing, without any additional cost (a) procure for the Bank the right to continue to using the Software supplied; or (b) replace or modify the Software to make it non-infringing so long as the replacement to or modification of Software provide substantially equivalent functional, performance and operational features as the infringing Software which is being replaced or modified; or (c) to the extent that the activities under clauses (a) and (b) above are not commercially reasonable, refund to the Bank all amounts paid by the Bank to Service Provider under this RFP/Agreement.
- v. 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.
- vi. 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); (ii) any unauthorized modification or alteration of the Software by the Bank or its employee; (iii) failure to implement an update to the licensed software that would have avoided the infringement, provided Service Provider has notified the Bank in writing that use of the update would have avoided the claim.

- vii. Service Provider shall grant the Bank a fully paid-up, irrevocable, non-exclusive, unlimited, perpetual license throughout the territory of India or abroad to access, replicate and use hardware/software/solutions provided by Service Provider, including all inventions, designs and marks embodied therein perpetually. The source code / object code / executable code and compilation procedures of the Solution should be placed under an Escrow arrangement. All necessary documentation in this behalf should be made available to the Bank. In case of Escrow arrangement, complete details and the location and the terms and conditions applicable for escrow must be specified. Any update or upgrade to source code should be informed and brought under Escrow or made available to the Bank.
- viii. Any software development/Source code developed for the project shall stand assigned to the Bank and shall be handed over to the Bank at Expiry/Termination of the contract in working condition with latest version.

40. LIQUIDATED DAMAGES:

If the Service Provider fails to deliver product and/or 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, deduct from the Project Cost, as liquidated damages a sum equivalent to 0.5% of total Project Cost for delay of each week or part thereof maximum up to 10% of total Project Cost. Once the maximum deduction is reached, the Bank may consider termination of the Agreement and/or blacklisting the Bidder. Detailed Liquidated Damages stipulations are provided in Appendix-O.

41. 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 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.

42. 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 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 the 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 up to 12 (twelve) months. When a Vendor is on the holiday listing, he is neither invited to bid nor are his bids considered for evaluation during the period of the holiday. The Vendor is, however, not removed from the list of empaneled vendors, if any. Performance issues which may justify holiday listing of the Vendor are:

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

(b) Debarment from participation including removal from empanelled list

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

- Without prejudice to the rights of the Bank under Clause 42(i) hereinabove, if a Bidder is found by the Bank to have directly or indirectly or through an agent, engaged or indulged in any corrupt/fraudulent/coercive/undesirable or restrictive practices during the bidding Process, such Bidder shall not be eligible to participate in any EOI/RFP issued by the Bank during a period of 2 (two) years from the date of debarment.
- 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 have 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.

43. 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 the Service Provider fails to deliver any or all the obligations within the time specified in the RFP/Agreement, or any extension thereof granted by the Bank.
 - (b) If the 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 43 (i) (a) to 43 (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, hardware, software and Services like 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 Solution

and/or Services. However, Service Provider shall continue performance of the Contract to the extent not terminated.

- iii. If the Contract is terminated under any termination clause, Service Provider shall handover all documents/ executable/ Bank's data or any other relevant information to the Bank in timely manner and in proper format as per scope of this RFP and shall also support the orderly transition to another vendor or to the Bank.
- iv. During the transition, Service Provider shall also support the Bank on technical queries/support on process implementation or in case of software provision for future upgrades.
- v. The Bank's right to terminate the Contract will be in addition to the penalties / liquidated damages and other actions as specified in this RFP.
- vi. In the event of failure of the Service Provider to render the Services or in the event of termination of Agreement or expiry of term or otherwise, without prejudice to any other right, the Bank at its sole discretion may make alternate arrangement for getting the Services contracted with another vendor. In such case, the Bank shall give prior notice to the existing Service Provider. The existing Service Provider shall continue to provide services as per the terms of the Agreement until a 'New Service Provider' completely takes over the work. During the transition phase, the existing Service Provider shall render all reasonable assistance to the new Service Provider within such period prescribed by the Bank, at no extra cost to the Bank, for ensuring smooth switch over and continuity of services, provided where transition services are required by the Bank or New Service Provider beyond the term of this Agreement, reasons for which are not attributable to Service Provider, payment shall be made to Service Provider for such additional period on the same rates and payment terms as specified in this Agreement. If existing Service Provider is breach of this obligation, they shall be liable for paying a penalty of 10% of the total Project Cost on demand to the Bank, which may be settled from the payment of invoices or Bank Guarantee for the contracted period or by invocation of Bank Guarantee.

44. FORCE MAJEURE:

- i. Notwithstanding the provisions of terms and conditions contained in this RFP, neither party shall be liable for any delay in performing its obligations herein if and to the extent that such delay is the result of an event of Force Majeure.
- ii. For the purposes of this clause, 'Force Majeure' means and includes wars, insurrections, revolution, civil disturbance, riots, terrorist acts, public strikes, hartal, bundh, fires, floods, epidemic, pandemic, quarantine restrictions, freight embargoes, declared general strikes in relevant industries, Vis Major, acts of Government in their sovereign capacity, impeding reasonable performance of Service Provider and / or Sub-Contractor but does not include any foreseeable events, commercial considerations or those involving fault or negligence on the part of the party claiming Force Majeure.

- iii. If a Force Majeure situation arises, Service Provider shall promptly notify the Bank in writing of such condition and the cause thereof. Unless otherwise directed by the Bank in writing, Service Provider shall continue to perform its obligations under the Contract as far as is reasonably practical and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.
- iv. If the Force Majeure situation continues beyond 30 (thirty) days, either party shall have the right to terminate the Agreement 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 because of an event of Force Majeure. However, Service Provider shall be entitled to receive payments for all services rendered up to the date of the termination of the Agreement.
- v. Notwithstanding the provisions of terms and conditions contained in this RFP, provisions related to Force Majeure mentioned in the RFP published by Kanpur Metro (KNPAFC-01) shall also be applicable.

45. 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.

46. 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.

47. DISPUTE RESOLUTION (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, either party (SBI or Service Provider), shall seek appropriate civil remedy with the competent civil courts located in Mumbai, Maharashtra. The Civil Courts in Mumbai, Maharashtra shall have exclusive jurisdiction in this regard.

- ii. Service Provider shall continue work under the Contract during the civil 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 Civil Court is obtained.

48. GOVERNING LANGUAGE:

The governing language shall be English.

49. APPLICABLE LAW:

The Contract shall be interpreted in accordance with the laws of the Union of India and shall be subjected to the exclusive jurisdiction of courts at Mumbai.

50. TAXES AND DUTIES:

- i. Service Provider shall be liable to pay all corporate taxes and income tax that shall be levied according to the laws and regulations applicable from time to time in India and the price Bid by Service Provider shall include all such taxes in the quoted price.
- ii. Prices quoted should be inclusive of all Central / State Government taxes/duties and levies including all corporate taxes and Custom duty as also cost of incidental services such as transportation, road permits, insurance as required by UPMRC for Kanpur Metro Project (Tender Ref: KNPAFC-01) . The quoted prices and taxes/duties and statutory levies such as GST etc. should be specified in the separate sheet **(along with Appendix-E)**.
- iii. Custom duty as also cost of incidental services such as transportation, road permits, insurance etc. in connection with delivery of products 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.
- 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 because of this RFP process shall be borne by Service Provider alone. The Agreement/ Contract would be stamped as per Maharashtra Stamp Act, 1958 and any amendment thereto.

51. TAX DEDUCTION AT SOURCE:

- i. Wherever the laws and regulations require deduction of such taxes at the source of payment, the Bank shall affect 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 regarding such deductions thereof as may be imposed on him by such laws and regulations.

52. TENDER FEE:

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.

53. EXEMPTION OF EMD AND TENDER FEE:

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

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

Bidders may please note:

- i. NSIC certificate/ Udyog Aadhar Memorandum 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.

54. NOTICES:

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

55. DELIVERY SCHEDULE:

Delivery Schedule under the contract will be strictly as per the schedule mentioned in the RFP published by UPMRC for DESIGN, MANUFACTURE, SUPPLY, INSTALLATION, TESTING & COMMISSIONING OF OPEN LOOP EMV NCMC CARD & QR CODE BASED AUTOMATIC FARE COLLECTION (AFC) SYSTEM ON PPP BASIS FOR KANPUR METRO PROJECT (Tender Ref: KNPAFC-01).

56. PAYMENT SCHEDULE:

Sr. No.	Milestone	Timeline	Value
1.	Mobilisation Advance	As per the schedule provided by the selected Bidder in Appendix-E and approved by the Bank.	10% of the amount quoted for each Corridor.
2.	Running Bill Payment	As per the schedule provided by the selected Bidder in Appendix-E and approved by the Bank.	85% of the amount quoted for each Corridor.
3.	Retained Amount Payment	After expiry of the Warranty period.	5% of the amount quoted for each Corridor.

Part-II

BID FORM (TECHNICAL BID)

[On Company's letter head]

(To be included in Technical Bid Envelope)

Date: _____

To:

DEPUTY GENERAL MANAGER
STATE BANK OF INDIA,
DIGITAL AND TRANSACTION BANKING DEPARTMENT – PRODUCTS AND OPERATIONS,
CORPORATE CENTRE,
MITTAL TOWER – C WING, FIRST FLOOR, NARIMAN POINT,
MUMBAI – 400 021.

Dear Sir,

Ref: RFP No. D&TB/PS/RFP/METRO/2021-22/002; dated 02.11.2021

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 supply, Install, test, commission and support the desired Solution detailed in this RFP. We shall abide by the terms and conditions spelt out in the RFP. We shall participate and submit the commercial Bid through online portal as directed 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 products/services mentioned in this RFP in our price Bid.
- The rates quoted in the Price Bid are as per the RFP and subsequent pre-Bid clarifications/ modifications/ revisions furnished by the Bank, without any exception.
- All Functional and Technical Requirements mentioned in **Appendix-C**, shall be met in totality without any deviation whatsoever.

- 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" as amended.
- 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, organization or third party related to the contract in exchange for any advantage in the bidding, evaluation, contracting and implementation of the contract.
- iv. We undertake that we will not resort to canvassing with any official of the Bank, connected directly or indirectly with the bidding process to derive any undue advantage. We also understand that any violation in this regard, will result in disqualification of bidder from further bidding process.
- v. It is further certified that the contents of our Bid are factually correct. We have not sought any deviation to the terms and conditions of the RFP. We also accept that in the event of any information / data / particulars proving to be incorrect, the Bank will have right to disqualify us from the RFP without prejudice to any other rights available to the Bank.
- vi. We certify that while submitting our Bid document, we have not made any changes in the contents of the RFP document, read with its amendments/clarifications provided by the Bank.
- vii. We agree to abide by all the RFP terms and conditions, contents of Service Level Agreement as per template available at **Appendix-I** of this RFP and the rates quoted therein for the orders awarded by the Bank up to the period prescribed in the RFP, which shall remain binding upon us.
- viii. 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.
- ix. 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.
- x. We hereby certify that our name does not appear in any "Caution" list of RBI / IBA or any other regulatory body for outsourcing activity.
- xi. We hereby certify that on the date of submission of Bid for this RFP, we do not have any past/ present litigation which adversely affects our participation in this RFP. We further certify that as on the date of submission of Bid for this RFP, we are neither 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 nor we were 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 during the last three preceding Financial Years.

- xii. We hereby certify that we (participating in RFP as OEM)/ our OEM have a support center and level 3 escalation (highest) located in India.
- 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 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 are not from such a country or if from a country, has been registered with competent authority. We certify that we fulfil all the requirements in this regard and is eligible to participate in this RFP.
- xv. 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.
- xvi. 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 authorized to sign Bid for and on behalf of

Seal of the company.

Bidder's Eligibility Criteria

Bidders must mandatorily meet all the eligibility criteria for AFC solution providers as set out in the tender published by UPMRC for

DESIGN, MANUFACTURE, SUPPLY, INSTALLATION, TESTING & COMMISSIONING OF OPEN LOOP EMV NCMC CARD & QR CODE BASED AUTOMATIC FARE COLLECTION (AFC) SYSTEM ON PPP BASIS FOR KANPUR METRO PROJECT

India, in order to bid under this RFP. Bidders should also be meeting the following additional criteria **in order to bid under this RFP.** Such bids should be submitted together with necessary supporting documents. **For ascertaining Eligibility Criteria of AFC solution provider, Bidders should refer the Tender document published by UPMRC (Tender Ref: KNPAFC-01).** If the Bid is not accompanied by all the required documents supporting eligibility criteria, the same would be rejected:

S. No.	Eligibility Criteria	Compliance (Yes/No)	Documents to be submitted
1.	The Bidder must be an Indian Company/ LLP /Partnership firm/Foreign Company.		Certificate of Incorporation issued by Registrar of Companies and full address of the registered office along with Memorandum & Articles of Association/ Partnership Deed.
2.	The Bidder must comply with the requirements contained in O.M. No. 6/18/2019-PPD, dated 23.07.2020 order (Public Procurement No. 1), order (Public Procurement No. 2) dated 23.07.2020 and order (Public Procurement No. 3) dated 24.07.2020		Bidder should specifically certify in Appendix-A in this regard and provide copy of registration certificate issued by competent authority wherever applicable.
3.	The Bidder must have an average turnover of minimum Rs. 30 crore during last 03 (three) financial year(s) i.e. FY 2020-2021, FY 2019-2020 and FY 2018-2019.		Copy of the audited financial statement for required financial years. Certificate from statutory auditor for preceding 3 (three) years may be submitted.
4.	The Bidder should be profitable organization based on profit before tax (PBT) for at least 02 (two) out of last 03 (three) financial years mentioned in para 3 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 3 (three) years in providing Transit Solution/services.		Copy of the order and / or Certificate of completion of the work. The Bidder should also furnish user acceptance report.

6	Bidder should have implemented 1(one) Transit/Smart City Open Loop NCMC based project with any Scheduled Commercial bank in India		Copy of the order and / or Certificate of completion of the work. The Bidder should also furnish user acceptance report.
7	The bidder should have implemented AFC Solution (Including Hardware & Software) in transit projects		Copy of the order and / or Certificate from client.
8	The Bidder should have support setup within India 24*7.		Bidder should specifically confirm on their letter head in this regard.
9	Bidders should not have been debarred/blacklisted anytime in the last 3 preceding Financial Years, as well as should not be currently 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 as on the date of submission of bid for this RFP.		Bidder should specifically certify in Appendix A in this regard.

Documentary evidence must be furnished against each of the above criteria along with an index. All documents must be signed by the 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 & 4 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 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 authorized signatory

Seal of Company

Appendix-C

Technical & Functional Specifications

THE SCOPE OF WORK FOR THE AFC SOLUTION PROVIDER WILL BE STRICTLY AS PER THE SCOPE OF WORK MENTIONED FOR AFC SOLUTION PROVIDERS IN THE RFP PUBLISHED BY UPMRC FOR DESIGN, MANUFACTURE, SUPPLY, INSTALLATION, TESTING & COMMISSIONING OF OPEN LOOP EMV NCMC CARD & QR CODE BASED AUTOMATIC FARE COLLECTION (AFC) SYSTEM ON PPP BASIS FOR KANPUR METRO PROJECT (REF: KNPAFC-01)

Bidders are advised to carefully examine the scope of work for AFC Solution Providers as mentioned in the Kanpur Tender (Tender Ref: KNPAFC-01) and satisfy themselves regarding the eligibility as well as the scope of work to be carried out.

Major Requirements:

<u>Technical Bid Rules</u>	
LEGEND	DESCRIPTION
A	Available as part of base Solution
C	Will be provided immediately after minor customization or configuration changes within calendar duration of 15 days.
D	Require development and deployed within calendar duration of 30 days
N	Not Feasible
Note 1	Applicant need to give one of the above values in column A/C/D/N in the following table mandatorily else Bid will be considered incomplete and void.
Note 2	Applicant to give supporting technical brochures / documents / presentation etc. in support of the undernoted each of the Technical / Functional / Requirement of Solution.
Note 3	A/C/D/N: Any wrong reporting in the column A/C/D/N, which subsequently transpired during the pilot testing shall render the Applicant liable to be blacklisted for the future participation in the RFPs/Tenders of the Bank and forfeit the EMD
Note 4	Map your module: Applicant to clearly spell out against each of the Technical/Functional Specifications/Requirement of Solution, the name of the applicant's module where A/C/D/N have been given in the column Bidder's Response.
Note 5	Mention Page No. of Response Submitted: Applicant to invariably mention the page number of Response Submitted against each of the Technical / Functional Specification with supporting technical brochures / documents / presentation etc., failing which, it will be at the discretion of the Bank to treat the same as Not Feasible - 'N' , which may render the bidder ineligible in the future process of RFP.
Note 6	Each and every point mentioned in below table is Mandatory, which means Requirements/Functionality should either be available as part of the base solution [A] or through Customisation [C/D].
Note 7	Any comment or caveat or exception or assumption against each of the point or separately will not be considered and Bank reserve the right to treat the same as 'N', which may render the bidder ineligible in the further process of RFP.

The mandatory roles & responsibilities of AFC Solution provider in this project are summarised below:

Sr. No.	Major Roles & Responsibilities	Bidder's Response (A/C/D/N)	Map your Module with page No. where details are given in response to RFP
1	To provide Automatic Fare collection system for UPMRC Kanpur Metro Rail project. The selected bidder shall be responsible for design, manufacture, supply, installation, testing & commissioning of the end-to-end Open loop EMV NCMC card-based AFC system and QR code-based ticketing at the required number of stations, with each device connected to the Central Backoffice AFC system.		
2	The scope of work for the bidder also includes commissioning and maintenance of Central AFC solution as a cloud-based solution for UPMRC.		
3	The bidder shall do all interface which are required for final AFC System which will be able to handle QR Code /Open Loop EMV (RuPay/Master/Visa) NCMC Card for Kanpur Project.		
4	The bidder shall be responsible for the maintenance of the equipment hardware, software, etc. and would be responsible for repairing and replacement in case of failures or defects as part of the defect liability period obligation of the contract for the contract duration.		
5	The bidder shall be responsible for hosting the Central AFC solution at Cloud agreed by UPMRC and deploying a central computer system at the operation control center respectively in Kanpur or as identified by UPMRC.		
6	The bidder shall be responsible for developing a mobile application that shall be integrated with UPMRC AFC system for the purpose of ticketing.		
7	Integration with Lucknow Metro, Central computer system and CCHS including network connectivity from Kanpur Metro AFC system so that Lucknow "GoSmart" card can be used as fare media in Kanpur and Lucknow Metro AFC systems. The settlement of those Transactions shall be done via Lucknow CCHS.		
8	Defect Liability Period (DLP) of AFC system (Hardware & Software and other required services) including Central computer system and AFC Back-office system shall be as mentioned in Clause 27 of this RFP, but not limited to cost of spares, manpower, M&P etc. is included in the contract.		

Sr. No.	Major Roles & Responsibilities	Bidder's Response (A/C/D/N)	Map your Module with page No. where details are given in response to RFP
9	DLP scope shall cover Operation & maintenance including spares and manpower etc.		
10	All certifications for AFC equipment reader central computer, mobile app etc.		
11	In addition to Cash & Bank Debit/Credit card Payment Methods at TOM/EFO and TVM. UPI Payment & Bharat QR code/Mobile wallet for purchasing Single journey ticket/recharge of NCMC card shall also be enabled.		
12	Provisioning of TOM Operators will be included in contract.		
13	Develop and implement interfaces to integrate with Bank's issuance and acquiring switch system for EMV card transaction and settlement defined by Bank during the design phase.		
14	Contractor shall provide detailed interface specification for following interfaces (API's, DLL's documentation) <ul style="list-style-type: none"> a) Smart card to smart card reader b) QR code to QR code reader c) Smart card reader, smart card, QR code reader to AFC equipment. d) AFC equipment (Gate, POST, TIM) to Central computer /Back office e) Smart card Host to Central Back Office f) Various external interfaces (Mobile Application, Web site if any) 		
15	The AFC system design each shall meet the UPMRC requirement for handling at least 90 stations, (expandable further up to 256 stations but not to be limited by any configuration parameter). The Central system should be scalable and integrated for UPMRC future extensions (for data handling capacity as well as number of lines / stations / equipment and smart cards by addition of extra hardware / up-gradation of existing hardware).		
16	The system shall allow for the integration and operation of a mobile application-based ticketing.		
17	Supply, installation, and commissioning of all the networking equipment and cables for station LAN, Central Computer System LAN and for the connectivity with the communication backbone provided by Telecom Contractor.		

Sr. No.	Major Roles & Responsibilities	Bidder's Response (A/C/D/N)	Map your Module with page No. where details are given in response to RFP
18	Supply and installation of power cables and distribution boxes for providing power to AFC equipment from the UPS provided by S&T Contractor.		
19	AFC system shall be designed to process EMV NCMC open loop card, UPMRC, closed loop "GoSmart" card which is Type A contactless smart card compliant to ISO 14443 A and ISO 18092, QR codes, NFC. All Contactless EMV readers should support EMV level 1 & applicable EMV Level 2 standard kernels for processing Contactless EMV media including NCMC card and Type A contactless smart card ("GoSmart" card) and NFC mobile application.		
20	The scope of supply shall include all necessary hardware / equipment, software, accessories, materials, documentation and facilities necessary to meet all requirements of the AFC system for the required stations.		

(The above Scope of Work is indicative and not exhaustive. Kanpur RFP needs to be refereed by the Bidders for detailed Scope of Work pertaining to AFC. As per requirement of Kanpur Metro project any additional work relevant to the project can be added in above Scope of Work without any additional cost to the Bank.)

List of Information Security controls the Bidder/vendor is required to implement, wherever applicable:

Sr. No.	Details
1	The Bidder/vendor should have (Board/Top Management approved) Information Security Policy in place with periodic reviews (minimum annually) by Top Management? IS Policy should be communicated to all employees and there should be some entity to monitor the compliance of the Policy
2	The Bidder should have approved operational processes (SOP, etc) with periodic review (at least annually) including but not limited to: Business Continuity Management Backup Management and Restoration Testing Desktop/system/server/network device hardening with Baseline controls Patch Management Port Management Media Movement Log Management Personnel Security Physical Security Internal Security Assessment Processes Incident Management Regulatory Compliance

Sr. No.	Details
3	The Bidder/Vendor should have deployed a dedicated information security team independent of IT, reporting directly to MD/CIO for conducting security related functions & operations
4	Suitable Security certifications (ISO, PCI-DSS, SOC1 and SOC2 etc) of the security posture at Bidder/Vendor environment are in place
5	Wherever any work or part of work is outsourced by the bidder/vendor to any other party(subletting), the Security prescriptions of the Fourth Party should be reviewed/ensured to be equivalent to those of the bidder/vendor.
6	<p>The SLA/agreement between SBI and the bidder/vendor should contain the following clauses: Right to Audit to SBI with scope defined. Right to recall data by SBI.System of taking approvals for making changes in the application. Regulatory and Statutory compliance at vendor site. Special emphasis on IT Act 2000 & its amendments, and other Acts/Regulatory guidelines Availability of Compensation clause to fall back upon in case of any breach of data (confidentiality, integrity and availability), or incident that may result into any type of loss to SBI. No Sharing of data with any 3rd/4th party without explicit written permission from competent Information Owner of the Bank including with the Law Enforcement Agency (if applicable), etc. Residual risk to be covered by incorporating suitable legal terms in SLA.</p>
7	The bidder/vendor should have a mechanism for completing the background verification of the officials before onboarding
8	The bidder/vendor should not allow privilege access from internet
9	The bidder/vendor should configure or provides access to officials based on a documented and approved Role Conflict Matrix
10	All default admin and root users should be deleted/disabled and access should be based on user specific IDs and all such accesses should be logged.
11	The bidder/vendor should deploy Active Directory (AD), Single Sign On (SSO) and strong Password Policy for End point and application access
12	Proper access control should be defined for protecting SBI data and access to the Data should be strictly on Need to Know Basis
13	The bidder/vendor environment should be suitably protected from external threats by way of firewall, IDS/IPS, AV, DLP etc.
14	The bidder/vendor environment is suitably protected from external threats by way of WAF, NAC etc.
15	<p>Rules implemented on Firewalls of the The bidder/vendor environment should be as per their approved process The bidder/vendor should have processes in place to review the Firewalls periodically</p>
16	The bidder/vendor environment should be segregated into militarized zone (MZ) and demilitarized zone (DMZ) separated by Firewall, where any access from an external entity is permitted through DMZ only
17	The bidder/vendor should follow the best practices of creation of separate network zones (VLAN segments) for Production and non-Production such as UAT
18	The bidder/vendor should follows the best practices of creation of separate network zones (VLAN segments) for Web, App, DB, Critical & Non-Critical Applications

Sr. No.	Details
19	The bidder/vendor should have a separate network architecture diagram specific to integration with SBI
20	Internet access should be restricted on: Internal servers Database servers Any other servers
21	The application and DB should be hosted separately on a dedicated infrastructure (physical/logical) for SBI.
22	The bidder/vendor should engage CERT Empanelled Auditors for ensuring security posture of their applications. Security Testing includes but is not limited to Appsec, API Testing, Source Code Review, VA, PT, SCD, DFRA, Process Review, Access Control etc.
23	If any open source or free software are deployed in bidder/vendor environment, processes should be in place for closure of vulnerabilities & regular/timely patching for such software.
24	Minimum baseline controls must be implemented by the bidder/vendor for hardening the Application and DB Servers?
25	The bidder/vendor should ensure that security measures are followed for safe storage and timely retrieval of data
26	The bidder/vendor should obtain approval from the Bank in case if any activity will be outsourced by them or SBI specific data is to be shared to any other party, partly or fully, for any purpose? If so, are the specific activities / data elements and purpose documented and are made part of SLA
27	The bidder/vendor will not be permitted to take any crucial decisions on behalf of SBI without specific written approval from the IT Application Owner/BU.
28	The bidder/vendor should possess suitable Security certificate such as ISO 27017 & ISO 27018 for Cloud Services and PCI DSS where Debit Card related data are processed
29	The bidder/vendor should ensure that the data shared by SBI is secured while transit, processing, at store, during backup and Archivals, over external media etc. with latest & secured encryption standards
30	Processes should be in place to permanently erase SBI data after processing or after a clearly defined retention period by the Bidder/Vendor.
31	The bidder/vendor must not be share data with outsiders without explicit & case specific approval of SBI.
32	The key used by the bidder/vendor to encrypt SBI data should be different i.e. it should not be the same that was/is used for other clients.
33	The bidder/vendor should not download or to prepare copies of data unless explicitly approved.
34	The bidder should not host application and database (containing SBI data) in Public Cloud without specific approval from the Bank to this effect
35	The bidder/vendor should ensure proper log generation, storage, management and analysis happens for application(including DFRA & access logs)

Sr. No.	Details
36	The bidder/vendor should ensure that privilege access activities are logged, monitored, controlled and governed preferably using Privilege Identity Management (PIM)
37	The bidder/vendor should have captive SOC or Managed Service SOC for monitoring their systems and operations
38	The bidder/vendor should deploy secure environments for their application for : Production Disaster Recovery Testing Environment
39	The bidder/vendor should perform periodic DR Drills
40	The Bidder/Vendor should submit compliance to the above controls from time to time.

Technical Evaluation Criteria

1. Each Technical Proposal shall be assigned a technical score out of a max. of 100 Marks.
2. To qualify for the opening of Technical proposal, the Bidder must confirm that all Functional and Technical Requirements shall be met in totality without any deviation whatsoever.
3. To qualify for the opening of financial proposal, the Bidder must get a minimum overall technical score of 70 (Seventy) Marks. Relevant documents supporting bidder's claims with respect to criteria mentioned below need to be submitted in the Technical Bid.
4. The Bank reserves the right to accept or reject any or all bids without giving any reasons thereof.

Sr. No.	Criteria	Max. Marks	Supporting Documents Required																		
1.	<p>Experience of executing qualifying Transit projects, within the last 5 years and these projects should be in operations for at least 6 months prior to the date of bid submission. Qualifying Transit project shall be defined as:</p> <ul style="list-style-type: none"> • Project Value > Rs. 50 crore • Subsidiary Experience, if any, can be included • Project implemented for Government authorities • Projects involving deployment of devices including- <table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="text-align: center;">Sr. No.</th> <th style="text-align: center;">Item</th> <th style="text-align: center;">Included in Scope of Work (Yes/No)</th> </tr> </thead> <tbody> <tr> <td style="text-align: center;">1</td> <td>Handheld/Wall mounted/Pole mounted devices such as Ticket Reader for Balance Synch</td> <td></td> </tr> <tr> <td style="text-align: center;">2</td> <td>Mobile based Ticketing including QR</td> <td></td> </tr> <tr> <td style="text-align: center;">3</td> <td>Fixed point of sales machines</td> <td></td> </tr> <tr> <td style="text-align: center;">4</td> <td>Fixed fare collection devices such as Ticket Reader at Automatic Gates</td> <td></td> </tr> <tr> <td style="text-align: center;">5</td> <td>Issuance set-up including Ticket Office Machine</td> <td></td> </tr> </tbody> </table> <p>1 mark each for Sr. No. 1 to 5 above, for each project, to maximum of 15 marks</p>	Sr. No.	Item	Included in Scope of Work (Yes/No)	1	Handheld/Wall mounted/Pole mounted devices such as Ticket Reader for Balance Synch		2	Mobile based Ticketing including QR		3	Fixed point of sales machines		4	Fixed fare collection devices such as Ticket Reader at Automatic Gates		5	Issuance set-up including Ticket Office Machine		15	Completion Certificate issued & signed by the competent authority of the client entity on letterhead.
Sr. No.	Item	Included in Scope of Work (Yes/No)																			
1	Handheld/Wall mounted/Pole mounted devices such as Ticket Reader for Balance Synch																				
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3	Fixed point of sales machines																				
4	Fixed fare collection devices such as Ticket Reader at Automatic Gates																				
5	Issuance set-up including Ticket Office Machine																				

Sr. No.	Criteria	Max. Marks	Supporting Documents Required
2.	<p>Experience of implementing qSPARC certified EMV based Automated Fare Collection system accepting open loop cards.</p> <p>>=3 Projects: 15 marks =2 Projects: 10 marks =1 Project : 5 marks</p>	15	<p>Completion Certificate issued & signed by the competent authority of the client entity on letterhead.</p>
3.	<p>Proposed Key Project Team</p> <p>AFC experts</p> <ul style="list-style-type: none"> - Experience in implementing Metro Project, BRT as functional expert (Min. One) and Technical expert (Min. One) - Total Years of experience >= 10 years <p>>=3 AFC experts: 5 marks =2 AFC experts: 3 marks =1 AFC expert: 2 marks</p> <p>Payment expert (acquiring & issuing)</p> <ul style="list-style-type: none"> - Experience in successfully implementing EMV contactless as functional expert - Experience in successfully implementing qSPARC in Transit as functional expert <p>Total Years of experience >= 10 years</p> <p>>=3 Payment experts: 5 marks =2 Payment experts: 3 marks =1 Payment expert: 2 marks</p> <p>Project Management Expert (In-house or outsourced) Project management for transit projects PMI certified experience Total Years of experience >= 12 years</p> <p>>=3 Project Management experts: 4 marks =2 Project Management experts: 3 marks =1 Project Management expert: 2 marks</p> <p>One Solution architect >=10 years of work experience. Experience in solution design for transit projects: Max. 3 marks</p>	20	<ul style="list-style-type: none"> • CV of the resource proposed • Certificate from HR that the proposed resource is on full time rolls of the bidder.

Sr. No.	Criteria	Max. Marks	Supporting Documents Required
	One IT Infrastructure expert >= 12 years of work experience. Experience in cloud deployments as well as physical DC/DR set up: Max. 3 marks		
4.	<p>Experience of executing qualifying IT Implementation (as System Integrator) projects within the last 5 years and these projects should be in operations for at least 6 months prior to the date of bid submission.</p> <p>Qualifying IT Implementation project shall be defined as:</p> <p>Project comprising of implementation of integrated systems - Application software, servers and networking, data center or cloud implementations for Government authorities.</p> <p>>=5 Projects: 10 marks >=3 and <5 Projects: 5 marks >=1 and <3 Projects: 2 marks</p>	15	Completion Certificate issued & signed by the competent authority of the client entity on letterhead.
5.	<p>CMM level certification</p> <p>Not certified: 0</p> <p>level 2: 2</p> <p>level 3: 3</p> <p>level 4: 4</p> <p>level 5: 5</p>	10	Certificate issued by authorized entity
6.	<p>Whether bidder is ISO/IEC 27001 or ISO 9001:2015 certified?</p> <p>No: 0</p> <p>Yes: 5</p>	5	Certificate issued by authorized entity
7.	Presentation on Solution offered and Methodology	20	The presentation is required to be uploaded as part of the technical proposal. The bidders shall make the presentation as per Schedule of Events.
Total		100	

Signature and Seal of Bidder

Financial Bid Format

The Financial Bid should be submitted in the format prescribed (Online only).



Pricing_Bid.xlsx

Name & Signature of authorised signatory

Seal of Company

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

Name & Signature of authorized signatory

Seal of Company

Certificate of Local Content

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

Date:

To,

Dear Sir,

Ref.: RFP No. D&TB/PS/RFP/METRO/2021-22/002: Dated: 16.10.2021

This is to certify that proposed _____ <product details> is having the local content of _____ % as defined in the above-mentioned RFP.

2. This certificate is submitted about the Public Procurement (Preference to Make in India), Order 2017 including revisions/amendments thereto.

Signature of Statutory Auditor/Cost Auditor

Registration Number:

Seal

Counter-signed:

Bidder

OEM

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

OR

Format for Self-Certification of Local Content

Date:

To,

Dear Sir,

Ref.: RFP No.: D&TB/PS/RFP/METRO/2021-22/002 Dated: 16.10.2021

This is to certify that proposed _____ <product details> 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 about the Public Procurement (Preference to Make in India), Order 2017 including revisions/amendments thereto.

Signature of authorized official

Name:

Company seal:

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

THIS BANK GUARANTEE AGREEMENT executed at _____ this _____ day of _____ 20 by _____ (Name of the Bank) _____ having its Registered Office at _____ and its Branch at _____ (hereinafter referred to as "the Guarantor", which expression shall, unless it be repugnant to the subject, meaning or context thereof, be deemed to mean and include its successors and permitted assigns) **IN FAVOUR OF** State Bank of India, a Statutory Corporation constituted under the State Bank of India Act, 1955 having its Corporate Centre at State Bank Bhavan, Nariman Point, Mumbai and one of its offices at _____ (**procuring office address**), hereinafter referred to as "**SBI**" which expression shall, unless repugnant to the subject, context or meaning thereof, be deemed to mean and include its successors and assigns).

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 develop, implement and support TOM , TR and related peripherals (hereinafter referred to as "**Services**") to SBI in accordance with the Request for Proposal (RFP) No. SBI: D&TB/PS/RFP/METRO/2021-22/002- dated 02.11.2021.

WHEREAS, SBI has agreed to avail the Services from the Service Provider for a period of seven year(s) subject to the terms and conditions mentioned in the RFP.

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

WHEREAS, the Bank Guarantee is required to be valid for a total period of 13 years and 12 months from the effective date of contract and in the event of failure, on the part of Service Provider, to fulfil any of its commitments / obligations under the RFP/Agreement, SBI shall be entitled to invoke the Guarantee.

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

NOW THIS GUARANTEE WITNESSETH THAT

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

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

- i. Any neglect or forbearance on the part of SBI to Service Provider or any indulgence of any kind shown by SBI to Service Provider or any change in the terms and conditions of the Agreement or the Services shall not, in any way, release or discharge the Bank from its liabilities under this Guarantee.
- ii. This Guarantee herein contained shall be distinct and independent and shall be enforceable against the Guarantor, notwithstanding any Guarantee or Security now or hereinafter held by SBI at its discretion.
- iii. This Guarantee shall not be affected by any infirmity or absence or irregularity in the execution of this Guarantee by and / or on behalf of the Guarantor or by merger or amalgamation or any change in the Constitution or name of the Guarantor.
- iv. This 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 13year(s) and 12 month(s) from the date of the issuance. 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 13 year(s) and twelve months from the effective date of the Contract.
- 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 _____ (claim period upto 1 year after the validity of BG).

Yours faithfully,

For and on behalf of bank.

Authorised official

SERVICE LEVEL AGREEMENT

This is indicative only; Can be modified by the Bank at its sole discretion at later stage before signing of the Contract

BETWEEN
STATE BANK OF INDIA
AND

Commencement Date:

Date of Expiry:

AGREEMENT

This agreement ("Agreement") is made at _____(Place)on this the _____ day of _____20__.

Between

State Bank of India, constituted under the State Bank of India Act, 1955 having its Corporate Centre and Central Office at State Bank Bhavan, Madame Cama Road, Nariman Point, Mumbai-21 and its Global IT Centre at Sector-11, CBD Belapur, Navi Mumbai- 400614 through its _____ Department hereinafter referred to as "**the Bank**" which expression shall unless repugnant to the context or meaning thereof shall include its successors & assigns of the First Part

And

_____, a private/public limited company/LLP/Firm ~~<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 "**Service Provider**" which expression shall unless repugnant to the context or meaning thereof shall include its successor, executor & permitted assigns of the Second Part.

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

RECITALS

WHEREAS

- (i) The Bank is carrying on business in banking in India and overseas and is desirous of availing services for "AFC Solution Provider for Kanpur Metro Project".
- (ii) Service Provider is in the business of providing "AFC Solution for Metro Projects" and has agreed to provide the services as may be required by the Bank mentioned in the Request of Proposal (RFP) No. D&TB/PS/RFP/METRO/2021-22/002 dated 16.10.2021 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 as follows:

1 DEFINITIONS & INTERPRETATIONS

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

1.1.1 **“The Bank”** shall mean the State Bank of India (including domestic branches and foreign offices), Subsidiaries and Joint Ventures, where the Bank has ownership of more than 50% of voting securities or the power to direct the management and policies of such Subsidiaries and Joint Ventures. *< Strike of whichever is not applicable >*

1.1.2 **“Confidential Information”** shall have the meaning set forth in Clause 7.

1.1.3 **“Deficiencies”** shall mean defects arising from non-conformity with the mutually agreed specifications and/or failure or non-conformity in the Scope of the Services.

1.1.4 **“Intellectual Property Rights”** shall mean, on a worldwide basis, any and all: (a) rights associated with works of authorship, including copyrights & moral rights; (b) Trade Marks; (c) trade secret rights; (d) patents, designs, algorithms and other industrial property rights; (e) other intellectual and industrial property rights of every kind and nature, however designated, whether arising by operation of law, contract, license or otherwise; and (f) registrations, initial applications, renewals, extensions, continuations, divisions or reissues thereof now or hereafter in force (including any rights in any of the foregoing).

1.1.5 **“Project Cost”** means the price payable to Service Provider over the entire period of Agreement (*i.e.* Rs. _____ *<in words>*) for the full and proper performance of its contractual obligations.

1.1.6 **“Request for Proposal (RFP)”** shall mean RFP NO. D&TB/PS/RFP/METRO/2021-22/002 dated 02.11.2021 along with its clarifications/ corrigenda issued by the Bank time to time.

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

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 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 industry practices.

2 COMMENCEMENT & TERM

- 2.1 This Agreement shall commence from its date of execution mentioned above/ be deemed to have commenced from _____ (**Effective Date**).
- 2.2 This Agreement shall be in force for a period of Thirteen year(s) from Effective Date, unless terminated by the Bank by notice in writing in accordance with the termination clauses of this Agreement.
- 2.3 The Bank shall have the right at its discretion to renew this Agreement in writing on the same terms and conditions.
- 2.4 Unless terminated earlier in accordance with this Agreement, the Agreement shall come to an end on completion of the term specified in the Agreement or on expiration of the renewed term.

3 SCOPE OF SERVICES

3.1 The scope and nature of the work which Service Provider must provide to the Bank (Services) is as per RFP.

4 REPRESENTATIONS AND WARRANTIES

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

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

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

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

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

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

4.2 Additional Representation and Warranties by Service Provider

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

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

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

- 4.2.4 Service Provider warrants that to the best of its knowledge, as on the Effective Date of this Agreement, the products and services provided by Service Provider to the Bank do not violate or infringe any patent, copyright, trademarks, trade secrets or other Intellectual Property Rights of any third party.
- 4.2.5 Service provider shall 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 when requested.
- 4.2.6 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 laws relating to terminal benefits such as pension, gratuity, provided 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.

5 RESPONSIBILITIES OF THE BANK

- 5.1 Processing and authorising invoices
- 5.2 Approval of information

6 RESPONSIBILITIES OF SERVICE PROVIDER

- 6.1 Service Provider agrees and declares that it shall be the sole responsibility of Service Provider to comply with the provisions of all the applicable laws, concerning or in relation to rendering of Services by Service Provider as envisaged under this Agreement.
- 6.2 Service Provider shall procure and maintain all necessary licenses, permissions, approvals from the relevant authorities under the applicable laws throughout the currency of this Agreement, require for performing the Services under this Agreement.
- 6.3 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 behaviour, work schedules, security procedures and other standards, policies and procedures as established by the Bank from time to time.

7 CONFIDENTIALITY

- 7.1 For the purpose of this Agreement, Confidential Information shall mean (i) information of all kinds, whether oral, written or otherwise recorded including, without limitation, any analyses, compilations, forecasts, data, studies or other documents, regarding the past, current or future affairs, business, plans or operations of a Party to which the other Party will have access, (ii) the existence of the contemplated terms and the fact that discussions or negotiations are taking place or have taken place between the Parties concerning the contemplated terms, (iii) any and all information regarding the contemplated terms and any agreements that may be entered into in relation thereto and (iv) any customer details or other data received by a Party from the other Party or its customer(s) or otherwise shared between the Parties in connection with the Service.
- 7.2 In consideration of each Party providing the other Party or its' representatives with the Confidential Information, the Parties agree as follows:
- 7.2.1 Each Party shall keep confidential and shall not, directly, or indirectly, disclose, except as provided in sub-clauses below, in any manner whatsoever, in whole or in part, the Confidential Information without the other Party's prior written consent.
- 7.2.2 Each Party shall hold the Confidential Information in confidence and shall exercise all reasonable diligence in ensuring that the Confidential Information is not disclosed to third parties and will refrain from using the Confidential Information for any purpose whatsoever other than for the purposes of this Agreement or for the purpose for which such information is supplied.
- 7.2.3 Notwithstanding the above, each Party may reveal the Confidential Information to those of its representatives, those of its' holding company and those of its subsidiaries who are involved in the negotiation or evaluation of the project and shall procure and ensure that each of them complies with the obligation to keep the Confidential Information secret, private and confidential and strictly observes the terms of this Agreement.
- 7.2.4 The confidentiality obligation shall not apply to such portions of the Confidential Information which one of the Parties can demonstrate (i) are or become generally available to the public other than as a result of any breach of this Agreement; (ii) were in its possession on a non-confidential basis prior to the date hereof; (iii) have been rightfully received from a third party after the date hereof without restriction on disclosure and without breach of this Agreement, said third party being under no obligation of confidentiality to the other Party with respect to such Confidential Information; or (iv) Where Confidential Information is independently developed by receiving party without any reference to or use of disclosing party's Confidential Information.

- 7.2.5 If a Party becomes legally compelled pursuant to any statutory or regulatory provision, court or arbitral decision, governmental order, or stock exchange requirements to disclose any of the Confidential Information, the compelled Party, as far as possible will provide the other Party with prompt written notice to the extent not prohibited by law. In any case, the compelled Party will furnish only that portion of the Confidential Information which is legally required and will exercise all reasonable efforts to obtain reliable assurance that confidential treatment will be accorded to the Confidential Information.
- 7.2.6 In the event of termination or expiry of this Agreement, each Party shall either (i) promptly destroy all copies of the written (including information in electronic form) Confidential Information in its possession or that of its representatives; or (ii) promptly deliver to the other Party at its own expense all copies of the written Confidential Information in its possession or that of its representatives, provided, however, each Party shall be permitted to retain one copy of the Confidential Information for the purposes of dispute resolution, compliance with regulatory agency or authority and internal compliance procedures, provided such copies being held and kept confidential.
- 7.2.7 By furnishing the Confidential Information, no Party makes an express or implied representation or warranty as to the accuracy or completeness of the Confidential Information that it has disclosed and each Party expressly disclaims any liability that may be based on the Confidential Information, errors therein or omissions there from, save in the case of fraud or wilful default.
- 7.3 Receiving party undertakes to promptly notify disclosing party in writing any breach of obligation of the Agreement by its employees or representatives including confidentiality obligation. Receiving party acknowledges that monetary damages may not be the only and / or a sufficient remedy for unauthorized disclosure of Confidential Information and that disclosing party shall be entitled, without waiving any other rights or remedies, to injunctive or equitable relief as may be deemed proper by a Court of competent jurisdiction.
- 7.4 Service Provider shall not, without the Bank's prior written consent, disclose the Agreement, or any provision thereof, or any specification, plan, drawing, pattern, sample, or information furnished by or on behalf of the Bank in connection therewith, to any person other than a person employed by Service Provider in the Performance of the Contract. Disclosure to any such employed person shall be made in confidence and shall extend only so far, as may be necessary to purposes of such performance.
- 7.5 Service Provider shall not, without the Bank's prior written consent, make use of any document or information received from the Bank except for purposes of performing the services and obligations under this Agreement.

- 7.6 Any document received from the Bank shall remain the property of the Bank and subject to clause 7.2.6 shall be returned (in all copies) to the Bank on completion of Service Provider's performance under the Agreement.
- 7.7 The foregoing obligations (collectively referred to as "Confidentiality Obligations") set out in this Agreement shall survive the term of this Agreement and for a period of five (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.

8 RELATIONSHIP BETWEEN THE PARTIES

- 8.1 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.
- 8.2 Neither Service Provider nor its employees, agents, representatives, Sub-Contractors shall hold out or represent as agents of the Bank.
- 8.3 None of the employees, representatives or agents of Service Provider shall be entitled to claim permanent absorption or any other claim or benefit against the Bank.
- 8.4 This Agreement shall not be construed as joint venture. Each Party shall be responsible for all its obligations towards its respective employees. No employee of any of the two Parties shall claim to be employee of other Party.
- 8.5 All the obligations towards the 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 accident occurred due to gross negligent act of the Party in whose premise's accident occurred.
- 8.6 For redressal of complaints of sexual harassment at workplace, Parties agree to comply with the policy framed by the Bank (including any amendment thereto) in pursuant to the Sexual Harassment of Women at Workplace (Prevention, Prohibition and Redressal) Act, 2013 including any amendment thereto.

9 SUB-CONTRACTING

As per the scope of this Agreement sub-contracting is not permitted without written approval of the Bank.

10 LIQUIDATED DAMAGES

If Service Provider fails to deliver product and/or perform any or all the Services within the stipulated time, schedule as specified in this Agreement/RFP, 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 Project Cost as per appendix O of the RFP.

11 BANK GUARANTEE & PENALTY

- 11.1 Service Provider shall furnish performance security in the form of Bank Guarantee for a value of 10% of the contract value which is valid for 7 years and 12 months from the effective date of contract from a Scheduled Commercial Bank other than State Bank of India in a format provided/ approved by the Bank.
- 11.2 The Bank Guarantee is required to protect the interest of the Bank against delay in supply/installation and/or the risk of non-performance of Service Provider in respect of successful implementation of the project; or performance of the material or services sold; or breach of any terms and conditions of the Agreement, which may warrant invoking of Bank Guarantee.
- 11.3 Performance of the obligations under the Agreement shall be made by Service Provider in accordance with the time schedule specified in the RFP.
- 11.4 Subject to this Agreement, any unexcused delay by Service Provider in the performance of its Contract obligations shall render this Agreement to be terminated.
- 11.5 If at any time during performance of the Contract, Service Provider should encounter unexpected conditions impeding timely completion of the Services under the Agreement and performance of the services, Service Provider shall promptly notify the Bank in writing of the fact of the delay, its likely duration, and its cause(s). As soon as practicable, after receipt of Service Provider's notice, the Bank shall evaluate the situation and may at its discretion extend Service Provider's time for performance, in which case the extension shall be ratified by the Parties by amendment of the Agreement.
- 11.6 Service Provider shall be liable to pay penalty as per the clause 28 of RFP No. _____
- 11.7 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 Agreement.

12 FORCE MAJEURE

- 12.1 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.
- 12.2 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, pandemic, epidemic,

quarantine restrictions, freight embargoes, declared general strikes in relevant industries, Vis Major, acts of Government in their sovereign capacity, impeding reasonable performance of the Contractor and /or Sub-Contractor but does not include any foreseeable events, commercial considerations or those involving fault or negligence on the part of the party claiming Force Majeure.

- 12.3 If a Force Majeure situation arises, Service Provider shall promptly notify the Bank in writing of such conditions, the cause thereof and the likely duration of the delay. Unless otherwise directed by the Bank in writing, Service Provider shall continue to perform its obligations under the Agreement as far as reasonably practical and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.
- 12.4 If the event of Force Majeure continues beyond 30 (thirty) days, either Party shall have the right to terminate this 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 because of an Event of Force Majeure. However, Service Provider shall be entitled to receive payments for all services rendered up to the date of the termination of this Agreement.
- 12.5 In addition to above, provisions related to Force Majeure as mentioned in the RFP published by Kanpur Metro (KNPAFC-01) shall also be applicable.

13 INSPECTION AND AUDIT

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

14 FEES, TAXES DUTIES & PAYMENTS

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

14.1.1 Payment detailed Scheduled defined in the RFP

- 14.2 All duties and taxes (excluding GST) 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. GST or any other tax imposed by the Government in lieu of same shall be borne by the Bank on actual upon production of original receipt wherever required.

14.3 Payments

- 14.3.1 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 only.
- 14.3.2 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 evidence, if any, within 21 (twenty one) days. Penalty or damages, if any, recoverable from Service Provider shall be recovered by the Bank through a credit note or revised invoices. In case Service Provider fails to issue credit note/ revised invoice, the Bank shall have right to withhold the payment or set-off penal amount from current invoices.

15 GENERAL INDEMNITY

- 15.1 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 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.
- 15.2 Subject to clause 15.2.1 and 15.2.2 of this Agreement, Service Provider, at its own expenses without any limitation, indemnify and keep fully and effectively indemnified the Bank against all costs, claims, damages, demands, expenses and liabilities of whatsoever nature arising out of or in connection with all claims of infringement of Intellectual Property Rights, including patent, trade mark, copyright, trade secrets or industrial design rights of any third party arising from the Services or use of software/product under this Agreement.
- 15.2.1 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.

15.2.2 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 product by the Bank.

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:

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

Prior to providing a written notice of termination to Service Provider under clause 16.1 (i) to 16.1 (iii), the Bank shall provide Service Provider with a written notice of 30 (thirty) days to cure such breach of the Agreement. If the breach continues or remains unrectified after expiry of cure period, the Bank shall have right to initiate action in accordance with above clause.

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, provided same shall not be invoked by the Bank before completion of half of the total Contract period (including the notice period). 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 Agreement in whole or in part for the breaches attributable to Service Provider, it may procure, upon such terms and in such manner as it deems appropriate, products and services like those undelivered, and subject to clause 17 Service Provider shall be liable to the Bank for any increase in cost for such similar products and/or services. However, Service Provider shall continue performance of the Agreement to the extent not terminated.

16.4 The Bank shall have a right to terminate the Agreement immediately by giving a notice in writing to Service Provider in the following eventualities:

- 16.4.1 If any Receiver/Liquidator is appointed in connection with the business of Service Provider or Service Provider transfers substantial assets in favour of its creditors or any orders / directions are issued by any Authority / Regulator which has the effect of suspension of the business of Service Provider.
- 16.4.2 If Service Provider applies to the Court or passes a resolution for voluntary winding up of Service Provider or any other creditor / person files a petition for winding up or dissolution of Service Provider.
- 16.4.3 If any acts of commission or omission on the part of Service Provider or its agents, employees, sub-contractors, or representatives, in the reasonable opinion of the Bank tantamount to fraud or prejudicial to the interest of the Bank or its employee(s).
- 16.4.4 Any document, information, data, or statement submitted by Service Provider in response to RFP, based on which Service Provider was considered eligible or successful, is found to be false, incorrect, or misleading.
- 16.5 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.
- 16.6 In the event of termination of the Agreement for material breach, the Bank shall
- 16.7 have the right to report such incident in accordance with the mandatory reporting obligations under the applicable law or regulations.
- 16.8 Upon termination or expiration of this Agreement, all rights and obligations of the Parties hereunder shall cease, except such rights and obligations as may have accrued on the date of termination or expiration; the obligation of confidentiality and indemnity; obligation of payment; Governing Law clause; Dispute resolution clause; and any right which a Party may have under the applicable Law.

17 LIMITATION OF LIABILITY

- 17.1 The maximum aggregate liability of Service Provider, subject to clause 17.3, in respect of any claims, losses, costs or damages arising out of or in connection with this Agreement shall not exceed the total Project Cost.
- 17.2 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.
- 17.3 The limitations set forth in clause 17.1 shall not apply with respect to:
- 17.3.1 claims that are the subject of indemnification pursuant to infringement of third-party Intellectual Property Right.
- 17.3.2 damage(s) occasioned by the Gross Negligence or Wilful Misconduct of Service Provider.

17.3.3 damage(s) occasioned by Service Provider for breach of Confidentiality Obligations.

17.3.4 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 17.3.2 “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.

18 CONTINGENCY PLANS & CONTINUITY ARRANGEMENTS.

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

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

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

18.2.2 During the transition phase, the existing Service Provider shall render all reasonable assistances to the new Service Provider within such period prescribed by the Bank, at no extra cost to the Bank, for ensuring smooth switch over and continuity of Services, provided where transition services are required by the Bank or New Service Provider beyond the term of this Agreement, reasons for which are not attributable to Service Provider, payment shall be made to Service Provider for such additional period on the same

rates and payment terms as specified in this Agreement. If existing vendor is found to be in breach of this obligation, they shall be liable for paying a penalty as per RFP on demand to the Bank, which may be settled from the payment of invoices or bank guarantee for the contracted period.

19 DISPUTE REDRESSAL MACHANISM & GOVERNING LAW

- 19.1 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.
- 19.2 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, either Party [the Bank or Service Provider] shall seek appropriate civil remedy with the competent civil courts located in Mumbai, Maharashtra. The Civil Courts in Mumbai shall have exclusive jurisdiction in this regard.
- 19.3 This Agreement shall be governed by laws in force in India. Subject to the arbitration clause above, all disputes arising out of or in relation to this Agreement, shall be subject to the exclusive jurisdiction of the courts at **Mumbai** only.
- 19.4 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.

20 GOVERNING LAW & JURISDICTION

- 20.1 The Agreement shall be governed and construed in accordance with the Laws of Republic of India.
- 20.2 The Parties agree to submit to the exclusive jurisdiction of the appropriate court in Mumbai in connection with any dispute between the Parties under the Agreement.

21 SEVERABILITY

If any part or any provision of this Agreement is or becomes illegal, invalid, or unenforceable, that part or provision shall be ineffective to the extent of such invalidity or unenforceability only, without in any way affecting the validity or enforceability of the remaining parts of said provision or the remaining provisions

of this Agreement. The Parties hereby agree to attempt to substitute any invalid or unenforceable provision with a valid or enforceable provision, which achieves to the greatest extent possible the economic, legal, and commercial objectives of the invalid or unenforceable provision.

22 POWER TO VARY OR OMIT WORK

22.1 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, 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.

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

23 ENTIRE AGREEMENT

23.1 This Agreement constitutes the entire agreement between the Parties with respect to the subject matter hereof and supersedes all prior written agreements, undertakings, understandings, and negotiations, both written and oral, between the Parties with respect to the subject matter of the Agreement, except which are expressly annexed or attached to this Agreement and saved by this Agreement. No representation,

inducement, promise, understanding, condition, or warranty not set forth herein has been made or relied upon by any Party hereto.

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

23.2.1 This Agreement.

23.2.2 Appendix of the Agreement, if any.

23.2.3 Purchase Order No. _____ dated _____; and

23.2.4 RFP No. D&TB/PS/RFP/METRO/2021-22/002 dated 02.11.2021.

24 NOTICES

24.1 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).

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

24.3 Address for communication to the Parties are as under:

24.3.1 To the Bank: Please refer address mentioned in schedule of events of RFP.

State Bank of India,

STATE BANK OF INDIA, DIGITAL AND TRANSACTION BANKING DEPARTMENT – PRODUCTS AND OPERATIONS,
CORPORATE CENTRE, MITTAL TOWER – C WING, FIRST FLOOR, NARIMAN POINT,
MUMBAI – 400 021.

24.3.2 To Service Provider

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

25 MISCELLANEOUS

- 25.1 Any provision of this Agreement may be amended or waived, if, and only if such amendment or waiver is in writing and signed, in the case of an amendment by each party, or in this case of a waiver, by the Party against whom the waiver is to be effective.
- 25.2 No failure or delay by any Party in exercising any right, power or privilege hereunder shall operate as a waiver thereof nor shall any single or partial exercise of any other right, power or privilege. The rights and remedies herein provided shall be cumulative and not exclusive of any rights or remedies provided by law.
- 25.3 Neither this Agreement nor any provision hereof is intended to confer upon any person/s other than the Parties to this Agreement any rights or remedies hereunder.
- 25.4 If this Agreement is signed in counterparts, each counterpart shall be deemed to be an original.
- 25.5 Service Provider shall not assign or transfer all or any of its rights, benefits, or obligations under this Agreement without the approval of the Bank. The Bank may, at any time, assign or transfer all or any of its rights, benefits, and obligations under this Agreement.
- 25.6 Service Provider agrees that they shall not use the logo, trademark, copy rights or other proprietary rights of the Bank in any advertisement or publicity materials or any other written communication with any other party, without the prior written consent of the Bank.
- 25.7 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 Service Provider or the employees of Service Provider.
- 25.8 Service Provider agrees that the complaints/feedback, if any received from the customers of the Kanpur Metro/UPMRCL/Bank in respect of the Services by Service Providers shall be recorded and Bank/Reserve Bank of India/UPMRCL shall have access to such records and redressal of customer complaints by Service Provider.
- 25.9 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 UPMRCL/Reserve Bank of India and Indian Banks Association.

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

State Bank of India

Service Provider

By:

By:

Name:

Designation:

Date:

Name:

Designation:

Date:

WITNESS:

1.

1.

2.

2.

ANNEXURES TO SLA

ANNEXURE-A

DELIVERABLES/SCOPE OF WORK

1. Description of Deliverables:

As per this RFP

2. Specifications, Performance Standards, and Functional Requirements:

As per this RFP

2.1 *Service Provider undertakes and warrants to provide technical support with resolution time frame as per the matrix given below:*

<i>Severity</i>	<i>Description</i>	<i>Response Time</i>	<i>Resolution time</i>
<i>Critical</i>			
<i>High/Major</i>			
<i>Medium/</i>			
<i>Low/Minor</i>			
<i>Very Low/Cosmetic</i>			

3. Documentation:

All user manuals and other documentation concerning the Services.

4. Place of Service¹

1.	_____
2.	_____

¹Brief description of place of service

5. Standard Services

Standard services to be delivered under this Agreement are illustratively listed below:-

<p><i>The details of services, their responsibilities and availability to be described-</i></p> <p>---</p> <p>1.....</p> <p>2.....</p>
--

6. Maintenance/ Upgrades

- 6.1 Service provider shall maintain and upgrade the software/ hardware during the contract period so that the software/ hardware shall, at all times during the contract period, meet the performance requirements as set forth in this Agreement. Service Provider shall, at no cost to the Bank, promptly correct any and all errors, deficiencies and defects in the software/ hardware.
- 6.2 Service Provider shall have the operational maintenance obligations (e.g., telephone support, problem resolution, on-site services) as mentioned in Annexure A.

7. Correction of Deficiencies in Deliverables

- 7.1 If Service provider is unable to correct all Deficiencies preventing acceptance of a deliverable or meet the performance requirements, for which Service provider is responsible within the timelines as mentioned in this Agreement, the Bank may at its discretion:
 - a) Impose penalty on Service Provider as mentioned under **Annexure E**.²
 - b) Terminate this Agreement for cause in accordance with Clause 17 (except that the Bank is under no obligation to provide Service provider any further opportunity to cure) and recover its damages as set forth in this Agreement.

8. Risk Management

Service Provider shall identify and document the risk in delivering the Services. Service Provider shall identify the methodology to monitor and prevent the risk, and shall also document the steps taken to manage the impact of the risks.

Service Complaints³

² Please mention relevant annexure.

³ Describe in detail the service complain methodology for the services.

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 <i><Place></i> DC	<i><..... (requirement to be filled by the concerned dept.)/ 4 hours> <strike off which ever in not applicable></i>	<i><.....><to be filled in by the concerned dept. depending on the criticality of service></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 <i><Place></i>	<i><.....(requirement to be filled by the concerned dept.)/ 99.999% of PR site data recovery> <strike off which ever in not applicable></i>	<i><.....><to be filled in by the concerned dept. depending on the criticality of service></i>

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

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

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

ANNEXURE-C

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><strike off which ever in not applicable></i>	<i><.....(requirement)/ call escalated by sbi service desk toservice provider’s team> <strike off which ever in not applicable></i>	<i><.....><to be filled in by the concerned dept. depending on the criticality of service></i>
	Call type level 12, <i><strike off which ever in not applicable></i>	<i><.....(requirement)/ call escalated by sbi service desk toservice provider’s team> <strike off which ever in not applicable></i>	<i><.....><to be filled in by the concerned dept. depending on the criticality of service></i>

Report Name	Interval	Recipient	Responsible

SERVICE LEVEL REPORTING/

FREQUENCY⁴ *<strike off if not applicable>*

<Describe the service level reporting frequency and methodology>

SERVICE REVIEW MEETING⁵ *<strike off if not applicable>*

⁴The 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.

⁵The purpose of this section to describe the frequency of meeting and composition of service review board.

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

- President,
- Members.....

ESCALATION MATRICS⁶*<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><Name, designation contact no.></i>			
Service Milestones		<i><Name, designation contact no.></i>			
Infrastructure Management		<i><Name, designation contact no.></i>			
Application Development & Maintenance		<i><Name, designation contact no.></i>			
Information Security		<i><Name, designation contact no.></i>			
Service Desk Support		<i><Name, designation contact no.></i>			

⁶ 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.

ANNEXURE-E

< Undermentioned are proposed penalty metrics, they are required to be customized by the concerned dept.><strike off whichever is not applicable>

PENALTY FOR NON PERFORMANCE OF SLA (As per RFP)

Service level category	SLA Measure	Penalty Calculation
Application Uptime/ Downtime/ RTO/RPO <strike off whichever is not applicable>	<delay in minutes / hours /days> < to be provided by the dept.>	
Delivery Schedule	<Delay (in working days)>< to be provided>	
Installation	<delay in minutes / hours /days> < to be provided by the dept.>	
User Acceptance Testing	<delay in minutes / hours /days> < to be provided by the dept.>	
Live in Production	<delay in minutes / hours /days> < to be provided by the dept.>	
Periodical training	<Delay (in working days)>< to be provided><For each resource not trained>
Source Code	<Delay (in working days)>< to be provided>	
Non-availability of staff		
Reports/		

PENALTY FOR EVERY ITEMS, Penalty at the rates given below:

Category of defect	Service Area	Penalty
Minor		
Medium		
Major		
Critical		

PENALTY FOR NON PERFORMANCE AT HELP DESK

Service Area	SLA measurement	Penalty % on _____ <to be provided by the dept.,>		Calculate penalty on
		0 %	____% (for every 1% shortfall from the stipulated service level	
Help Desk	Time taken for resolution of calls (99.9% of the calls should be resolved within the stipulated response time)	More than or equal to 99.9 % of service level	Less than 99.9 % of service level	<to be provided by the dept.,>

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, co-ordinating 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).

_____ **XXXX** _____

NON-DISCLOSURE AGREEMENT

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

State Bank of India constituted under the State Bank of India Act, 1955 having its Corporate Centre and Central Office at State Bank Bhavan, Madame Cama Road, Nariman Point, Mumbai-21 and its Global IT Centre at Sector-11, CBD Belapur, Navi Mumbai- 400614 through its _____ Department (hereinafter referred to as "Bank" which expression includes its successors and assigns) of the ONE PART.

And

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

And Whereas

1. "The Bidder (Name of the Company)" is carrying on business of providing " _____" 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 the Service Provider appoints any Sub-Contractor (if allowed) then the 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 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 willful 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 shall abide by the dispute resolution mechanism as stipulated under the RFP/SLA for redressal.
- (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 (7) 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 parties agree that all Feedback is and shall be entirely voluntary and shall not in absence of separate

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

Dated this _____ day of _____ (Month) 20__ at _____(place)

For and on behalf of _____

Name		
Designation		
Place		
Signature		

For and on behalf of _____

Name		
Designation		
Place		
Signature		

Pre-Bid Query Format

(To be provide strictly in Excel format)

Name of the Bidder:

Contact Person, Designation and Contact Details:

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

FORMAT FOR EMD BANK GUARANTEE

To:

EMD BANK GUARANTEE FOR REQUEST FOR PROPOSAL FOR SELECTION OF SOLUTION PROVIDER FOR KANPUR METRO PROJECT UNDER UTTAR PRADESH METRO RAIL CORPORATION LIMITED (UPMRCL) FOR IMPLEMENTATION OF NCMC BASED AUTOMATIC FARE COLLECTION (AFC) SYSTEM Ref: D&TB/PS/RFP/METRO/2021-22/002Date: 02.11.2021

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 for Proposal to implement AFC Solution at Kanpur Metro as per RFP No. _____

2. It is one of the terms of said Request for Proposal that the Bidder shall furnish a Bank Guarantee as per the RFP.

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 up to 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 up to 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...../- (Rupeesonly)
- (b) This Bank Guarantee shall be valid upto ____ year(s) and twelve months from the effective date of the Contract.
- (c) We are liable to pay the guaranteed amount or any part thereof under this Bank Guarantee only and only if you serve upon us a written claim or demand on or before

Yours faithfully,

For and on behalf of

Authorized official of the bank

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

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

To:

Date:

Dear Sir,

Ref: RFP No. D&TB/PS/RFP/METRO/2021-22/001dated 04.09.2021

Bidder Name:

We, _____ are a private/public limited company/LLP/Firm <strike off whichever is not applicable> incorporated under the provisions of the Companies Act, 1956/ Limited Liability Partnership Act 2008/ Indian Partnership Act 1932 <strike off whichever is not applicable>, having its registered office at hereinafter referred to as "Bidder/Seller" which expression shall mean and include, unless the context otherwise requires, its / his successors and permitted assigns.

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

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

Signature and Seal of the Bidder

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

Project Experience Format	
Assignment (Project) Name:	Approx. Value of Contract:
Country: Location within Country:	Duration of assignment (months):
Name of Employer and contact details:	No. of Staff-Months of the Assignment.
Address:	Approx. value of the services provided by your firm under the contract (in current INR):
Start Date (Month/Year): Completion Date (Month/Year):	No. of professional staff-months provided by Associated Consultants (if any):
Name of associated Consultants, if any:	Name of senior professional staff of your firm involved and functions performed (if applicable):
Description of Actual Services Provided:	

Key Performance Indicator for Liquidated Damages			
Sl. No	Milestone/Activity	Completion date	LD Provision
1	Preliminaries and General Requirements	as provided by Bidder in Price Bid	<p>Time is the essence of the contract and therefore if the work is delayed on account of the contractor, liquidated damage shall be recovered as provided for in the contract. Such liquidated damage shall generally be 0.5% of the contract value per one-week delay with an upper limit of generally 10% of the contract value. The liquidated damages are recovered by the Employer from the Contractor for delay and not as penalty. The Employer may, without prejudice to any other method of recovery, deduct the amount of such damages from any sum due, or to become due, to the Contractor. In the event of an extension of time being granted the amount due shall be recalculated accordingly, and any over-payment refunded. The payment or deduction of such damages shall not relieve the Contractor from his obligations to complete the Works, or from any other of his duties, obligations, or responsibilities under the Contract. The Contractor shall use and continue to use his best endeavours to avoid or reduce further delay to the Works, or any relevant Stages.</p>
2	Detailed Design	as provided by Bidder in Price Bid	
3	Manufacture and Delivery	as provided by Bidder in Price Bid	
4	Transportation and delivery to Contractor's premises and to site, installation, assembly/construction and testing	as provided by Bidder in Price Bid	
5	System Acceptance Tests, Integrated Testing and Commissioning	as provided by Bidder in Price Bid	
6	Comprehensive Annual Maintenance Contract (CAMC)	as provided by Bidder in Price Bid	
<p>Note: Bidder will suggest the timeline within the project duration and submit it to the Bank for approval of the same. Bank will levy the LD in case of delay with respect to approved timelines.</p>			

Manufacturer's Authorization Form

(To be obtained from all OEMs on their letterhead)

RFP No: _____

Date: _____

To:

Deputy General Manager, (Projects),
Digital & Transaction Banking (P&O)
State Bank of India,
Mumbai,

.....,
.....,
.....,
.....,

WHEREAS _____ who are official manufacturers of _____ having factories at _____ do hereby authorize _____ to submit a Bid in relation to the Invitation for Bids indicated above, the purpose of which is to provide the following Goods, manufactured by us _____ and to subsequently negotiate and sign the Contract.

We hereby extend our full guarantee and warranty for the complete project duration, with respect to the Goods offered by the above firm in reply to this Invitation for Bids. We also confirm that the Goods/Services supplied as a part of the RFP shall not be End of Sale / Life / Support for the entire contract period. Also the Goods / Services supplied as a part of RFP shall be supported for the entire contract period. The products offered by us are of equivalent or higher specifications as mentioned in the RFP. We also confirm that the goods supplied by us, shall not be manufactured more than 6 months prior to issue of the Letter of Acceptance from UPMRCL For Kanpur Metro Rail Project to the Prime Bidder.

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 _____ 201 , 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 Global IT Center at CBD Belapur, _____ 400614, (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, favour 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, favour, 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, favour, 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 favour or disfavour to any person in relation to the contract or any other contract with State Bank of India.
- 2.4 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.
- 2.5 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.
- 2.6 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.
- 2.7 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 commercial 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 favour 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).

Name: Dr. Parvez Hayat IPS (Retd.) Email ID: phayatips@gmail.com	Name: Ms. Minnie Mathew IAS (Retd.) Email ID: Minniemathew635@gmail.com
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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-R

Penalty Provisions

Sr. No.	Measurement	Definition	Target	Penalty
1	Non-availability of AFC systems leading to Downtime of a gate	“Downtime” is the time the services and facilities are not available to the Employer and excludes the scheduled outages planned in advance	For more than 15 Minutes (Fifteen minutes) cumulatively during Peak Hours in a day for gates in a station	a. INR 1 Lakh per day per station b. Additional INR 50,000 per day per station for every additional 15 minutes cumulative during Peak Hours for gates in a station
			For more than 45 Minutes (Forty Five Minutes) cumulatively during Non-Peak Hours in a day for gates in a station	a. INR 1 Lakh per day per station b. Additional INR 50,000 per day per station for every additional 45 minutes cumulative during Non-Peak Hours for gates in a station
2	Non-availability of smart card acceptance infrastructure	Downtime of Card reader terminals at Gates, TOM and TVM at a station	For more than 15 Minutes (Fifteen minutes) cumulatively during Peak Hours in a day for gates in a station	a. INR 1 Lakh per day per station b. Additional INR 50,000 per day per station for every additional 15 minutes cumulative during Peak Hours for gates in a station
			For more than 45 Minutes (Forty Five Minutes) cumulatively during Non-Peak Hours in a day for gates in a station	a. INR 1 Lakh per day per station b. Additional INR 50,000 per day per station for every additional 45 minutes cumulative during Non-Peak Hours for gates in a station
3	Delay in settlement of Fare Box revenues	Delay from the schedule date in ‘days’ for transfer of payments by Contractor to Employer towards collection of Fare Box Revenue	For every day’s delay up to 30 days	a. Levy of interest at annual rate of 24% for the delay period
			For every day’s delay beyond 30 days	a. Levy of interest at annual rate of 24% for the delay period