



REQUEST FOR PROPOSAL FOR EMPANELMENT OF VERIFICATION AGENCIES  
AT VARIOUS ADMINISTRATIVE OFFICES UNDER LHO MAHARASHTRA CIRCLE

*Ref: RFP No. PBBU/MAH/VA/RFP/2022-23/01 dated 12/08/2022*

**The Dy. General Manager (PBBU)  
State Bank of India, Local Head Office, MAHARASHTRA CIRCLE  
“Synergy” First Floor C-6, G Block,  
Bandra Kurla Complex,  
Bandra (East) Mumbai- 400 051.**

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## 1. INVITATION TO BID

- 1.1. State Bank of India, a body corporate constituted under State Bank of India Act 1955, having its Corporate Centre at Madame Cama Road, Nariman Point, Mumbai-400 021 and one of its Local Head Office at Mumbai, Maharashtra Circle, "Synergy", C-6, G Block, Bandra Kurla Complex, Mumbai- 400051 through its PBBU department at LHO Maharashtra Circle, "Synergy", 1<sup>st</sup> FLOOR, C-6, G Block, Bandra Kurla Complex, Mumbai- 400 051 (hereinafter referred to as "the Bank"). This Request for Proposal (RFP) has been issued by the Bank for selection of Vendors (hereinafter referred to as the Vendor/Service Provider) for conducting all activities required for pre-sanction verification, including but not limited to Residence verification, Business Verification, Residence Phone verification, Business Phone verification, verification of income of the proposed borrowers in his/her/their application for sanction of loan, provide assistance in taking decision with regard to sanction of loan on the basis of report submitted by the service provider and such other consequential activities to give full effect and meaning to the ambit of the services to be provided, for the loan sourced by the RACPCs/RASMECs/ RACCs/Branches/other offices/ other Departments within the control of the SBI , Local Head Office ,Maharashtra Circle
- 1.2. The RFP intend to select vendors to do the job of conducting all activities required for presanction verification, including but not limited to Residence verification, Business Verification, Residence Phone verification, Business Phone verification, verification of income of the proposed borrowers in his application for sanction of loan, provide assistance in taking decision with regard to sanction of loan on the basis of report submitted by the service provider and such other consequential activities to give full effect and meaning to the ambit of the services to be provided which, inter alia, shall also include such direction(s) which SBI may give from time to time. Bidders, therefore, will submit technical bids and commercial bid at SBI, PBBU Dept, Local Head Office, Maharashtra Circle, "Synergy", 1st Floor , C-6, G Block, Bandra Kurla Complex, Mumbai- 400 051
- 1.3. Technical bid will be evaluated first. Bidders selected in technical bid will be allowed to participate in commercial bid through e-reverse auction. Bank may use Indicative commercial bid provided by such bidders (selected in commercial bid) as reference in reverse auction.
- 1.4. The purpose of RFP is to invite proposals from experienced Service Providers of repute and credentials for conducting all activities required for pre-sanction verification, including but not limited to Residence verification, Business Verification, Residence Phone verification, Business Phone verification, verification of income of the proposed borrowers in their application for sanction of loan, provide assistance in taking decision with regard to sanction of loan on the basis of report submitted by the service provider and such other consequential activities to give full effect and meaning to the ambit of the services to be provided which, inter alia, shall also include such direction(s) which SBI may give from time to time at Bank's required Centers/Locations, i.e. as per attached **Annexure-'A'**
- 1.5 To meet the activities required for pre-sanction verification, including but not limited to Residence verification, Business Verification, Residence Phone verification, Business

Phone verification, verification of income of the proposed borrowers in their application for sanction of loan, the Bank proposes to invite tenders from eligible vendors to set up and undertake verification service, as per details/scope of work mentioned in **Annexure-B** of this RFP document.

- 1.6. Bidder shall mean any entity (i.e. juristic person) who meets the eligibility criteria given in **Annexure-C (i) & Annexure – C(ii)** of this RFP and willing to provide the services as required in this bidding document. The interested Bidders who agree to all the terms and conditions contained in this document may submit their Bids with the information desired in this bidding document (Request for Proposal) on bid formats as per Annexures- C(i),C(ii),F, G, H, I and supporting documents / certificates mentioned there in . The Bidder is also required to submit resolution from the company authorizing to sign bid documents and participate in bid process on behalf of the company.
- 1.7. Address for submission of Bids, contact details including email address for sending communications are given in part II of this RFP document.
- 1.8. This document shall not be transferred, reproduced, or otherwise used for purpose other than for which it is specifically issued.
- 1.9. Interested Bidders are advised to go through the entire document before submission of Bids to avoid any chance of elimination. The eligible Bidders desirous of taking up the activities required for pre-sanction verification, including but not limited to Residence verification, Business Verification, Residence Phone verification, Business Phone verification, verification of income of the proposed borrowers in their application for sanction of loan, and providing various services related thereto to the SBI are invited to submit their technical and commercial bid proposal in response to this RFP. The criteria and the actual process of evaluation of the responses to this RFP and subsequent selection of the successful Bidder will be entirely at Bank's discretion. This RFP seeks proposal from Bidders who have the necessary expertise, capability & experience to provide the proposed services adhering to Bank's requirements outlined in this RFP.

## **2. Disclaimer:**

- 2.1 The information contained in this RFP document or information provided subsequently to Bidder(s) whether verbally or in documentary form/email by or on behalf of State Bank of India (Bank), is subject to the terms and conditions set out in this RFP document.
- 2.2 This RFP is not an offer by State Bank of India, but an invitation to receive responses from the eligible Bidders. No contractual obligation whatsoever shall arise from the RFP process unless and until a formal contract is duly signed and executed by authorized official(s) of State Bank of India with the selected Bidder.
- 2.3 The purpose of this RFP is to provide the Bidder(s) with information to assist preparation of their Bid proposals. This RFP does not claim to contain all the information each Bidder may require. Each Bidder should conduct its own investigations and analysis and should check the accuracy, reliability and

completeness of the information contained in this RFP and may seek necessary clarifications, if need be. The Bank may in its absolute discretion, but without being under any obligation to do so, update, amend or supplement the information in this RFP.

- 2.4 The Bank, its employees and advisors make no representation or warranty and shall have no liability to any person, including any Applicant or Bidder under any law, statute, rules or regulations or tort, principles of restitution or unjust enrichment or otherwise for any loss, damages, cost or expense which may arise from or be incurred or suffered on account of anything contained in this RFP or otherwise, including the accuracy, adequacy, correctness, completeness or reliability of the RFP and any assessment, assumption, statement or information contained therein or deemed to form or arising in any way for participation in this bidding process.
- 2.5 The Bank also accepts no liability of any nature whether resulting from negligence or otherwise, howsoever caused arising from reliance of any Bidder upon the statements contained in this RFP.
- 2.6 The issue of this RFP does not imply that the Bank is bound to select a Bidder or to appoint the Selected Bidder or Concessionaire, as the case may be, for the Project and the Bank reserves the right to reject all or any of the Bidders or Bids without assessing any reason whatsoever.
- 2.7 The Bidder is expected to examine all instructions, forms, terms and specifications in the bidding document. Failure to furnish all information required by the bidding document or to submit a Bid not substantially responsive to the bidding document in all respects will be at the Bidder's risk and may result in rejection of the Bid.
- 2.8 The Bidder shall bear all cost in connection with bidding without any provision for refund of such expenses.

### **3 .Definitions:**

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

**3.1 "The Bank"** means State Bank of India, Local Head Office, Maharashtra Circle, "Synergy", C-6, G Block, Bandra Kurla Complex, Mumbai- 400 051 represented through its PBBU Deptt. at LHO Maharashtra Circle, "Synergy", 1st Floor, C-6, G Block, Bandra Kurla Complex, Mumbai- 400 051 which has invited the bids for conducting all activities required for pre-sanction verification, including but not limited to Residence verification, Business Verification, Residence Phone verification, Business Phone verification, verification of income of the proposed borrowers in his application for sanction of loan, provide assistance in taking decision with regard to sanction of loan on the basis of report submitted by the service provider and such other consequential activities to give full effect and meaning to the ambit of the services from the eligible vendors. Bank also refers to branch/RACPC/RASMEC/RACC/ DAC/ CPCs/LHO/ Department/ Offices as the context may require.

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

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

**3.4 “The Contract”** means the agreement entered between the bank and the vendor/service provider, as recorded in the contract form signed by the parties, including all attachments and appendices there to and all documents incorporated in the reference therein.

**3.5 “Vendor /Service provider”** is the successful Bidder found eligible as per eligibility criteria set out in the RFP, whose technical BID has been accepted and who has emerged as successful bidder as per the selection criteria set out in RFP and to whom the notification of award has been given by the bank.

**3.6 “The Contract price”** means the price payable to the vendor under the contract for the full and proper performance of its contractual obligations.

**3.7 “Verification services”**The verification service to be provided to the bank by verification agency (Service provider)includes all activities required for verification, including but not limited to Residence verification, Business verification ,Residence phone verification ,Business phone verification, verification of income of the proposed borrower for the purpose of verifying the details furnished by the proposed borrower in his application for sanction of loan on the basis of report submitted by the service provider and such other /further consequential activities to give full effect and meaning to the ambit of the services to be provided which ,inter alia, shall also include such direction(s) which SBI may give from time to time over and above the scope of work given below.

**3.8 “Verification Agency”** means the agency, the vendor or the successful bidder who will provide the verification services to the bank as per RFP and the contract.

**3.9 “Circle”**means Maharashtra Circle and the branches/offices under the administrative control of the local head office(LHO).

#### **4.Scope of Work and Standard Operating Procedure**

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

#### **5. Eligibility criteria, technical and functional specification:**

**Bid is open to all Bidders who meet all items of the eligibility criteria and technical and functional specifications as in Annexure C(i) and C(ii).**

#### **6.Verification Report:**

Verification agency should submit duly signed verification report as detailed in item 3.7 “verification services”and as per the formats prescribed in that behalf by the Bank.The agency should also send the report electronically in the encrypted format when made available by the bank.It should also submit daily MIS containing number of cases received, number of cases submitted to SBI,and number of cases pending (Annexure B).

## **7.Applicablity:**

The scope of work will be applicable to all P segment of Loans above Rs 10000/- including Home Loans, Auto Loans, Personal loans, Education Loans for both BPR and Non BPR Centre.

## **8.Turn Around time (TAT)**

Verification Agency should submit all the reports covered under the scope of services, within 48 hours from the time of receipt of the case from the bank, however for income verification of the applicants in rural/semiurban areas an additional 24 hours may be allowed. The time period stipulated above, and the format of the verification Report can be changed and modified by the bank at any time.

## **9.Penalty for Non maintenance of TAT:**

For each day of delay beyond the prescribed TAT of 48 hours the verification Agency would be charged penalty at the rate of 25% of the fees payable per day of delay per case. In case of applicants of rural /semi urban areas, the verification agency could be charged penalty at the rate of 25% of the fees payable per day of delay case beyond the TAT of 72 hours.

## **10.Correctness and authenticity of the report.**

Verification Agency should submit true and correct particulars on the field verified. Verification agency should ensure correctness and authenticity of the Report. It has to also conduct back checks for all the verification conducted by its field verifiers to verify the authenticity of report and behaviour of field verifier by making a phone call at proposed applicants residence /business or otherwise. The verification report submitted in a format other than the format prescribed by the bank of reports which are conditional shall be rejected.

## **11.Compliance of the code of Conduct**

Verification agency should ensure strict compliance of the Code of Conduct provided by SBI from Time to Time.

## **12.Training to all its new field verifiers**

Verification agency should also provide regular training to all its new field verifiers on how to conduct verification services, at its own cost and issue its own identity cards to its field verifiers, which each field verifier must carry while performing verification. The training of the field verifiers will only be conducted by the verification agency and the bank will not be liable to either arrange, organise, provide, or pay for the same or any expenses incurred from the process of such training.



### 13.Submission of Bids:

- i. Applicants must submit separate bids (both technical & Financial) for each administrative office, they intend to bid for, along with separate Bank Guarantees for the amount.
- ii. Applicant should submit their Technical and Financial Bid as per format given in annexure, which shall be submitted as detailed below:

**Envelope – 1:** The Envelope should be superscribed as “Technical Bid for Empanelment of Verification Agency, \_\_\_\_\_ Administrative Office, Maharashtra Circle and should contain the following documents:

- a. Covering letter in the format given at **Annexure M**,
- b. Information about applicant as per the format given at **Annexure F**
- c. Documents to verify fulfilment of mandatory eligibility criteria.
- d. Copy of RFP duly signed with full signature and date by the Authorized Signatory of the Applicant acknowledging the Terms & conditions thereof on each page of RFP.
- e. Earnest Money Deposit (EMD) of Rs. 15000/- (Rupees Fifteen Thousand only) by way of Pay Order / Demand Draft, issued by a Scheduled Commercial Bank in India other than State Bank of India, drawn in favour of State Bank of India payable at Mumbai along with Bidders letter for EMD as per **Annexure- N**
- f. A letter on Bidder’s letter head: -
  - (i) Mentioning details of EMD submitted and experience of the Bidder
  - (ii) Certifying that the period of the validity of the Bid is as per terms of this RFP.
  - (iii) Confirming that the Bidder has quoted for all the items/services mentioned in this RFP in their commercial Bid.
  - (iv) Confirming that they agree with all the terms and conditions mentioned in the RFP.
  - (v) Specific response with supporting documents in respect of Eligibility Criteria as mentioned in **Annexure-C (i) & C(ii)**.
  - (vi) Bidders to submit DD of Rs 2000/- (Rupees Two Thousand Only) as cost of tender along with technical bid. The amount is non refundable.
  - vii) Bidder’s details as per **Annexure-F** on Bidder's letter head.
  - viii) Care should be taken that the Technical Bid shall not contain any price information. Such proposal, if received, will be rejected.

**Envelope – 2:** Financial bid (as per format given at **Annexure-D**) should be submitted. The envelope containing the financial bid should be superscribed as “Financial Bid for Empanelment of Verification Agency, \_\_\_\_\_ Administrative Office, Maharashtra Circle”

**Envelope – 3:** Both the above sealed envelopes should again be placed in the third sealed envelope, super scribed as “Proposal for Empanelment of Verification Agency, **PBBU /MAH/VA/RFP/2022-23/01 Dated: 12.08.2022** for \_\_\_\_\_ Administrative Office, Maharashtra Circle.”

The Envelope containing the duly completed Bids, as stipulated above, should reach to the Deputy General Manager (PBBU), State Bank of India, Local Head Office, Maharashtra Circle, "Synergy", 1<sup>st</sup> Floor C-6, G Block, Bandra Kurla Complex, Mumbai- 400 051 **on or before 01.09.2022 by 15.00 hrs.** The Bank will not be responsible for late receipt due to postal delay or any other reason/s. Bids received after the time and date stipulated above shall summarily be rejected. All pages of the Bid documents, including the documents/certificates etc. submitted by the Applicant along with the Bid must be duly signed by the Authorized Person of the Applicant.

#### **14. Cost of Bid documents:**

The participating Bidders shall bear all the costs associated with or relating to the preparation and submission of their Bids including but not limited to preparation, copying, postage, delivery fees, expenses associated with any demonstration or presentations which may be required by the Bank or any other costs incurred in connection with or relating to their Bid. The Bank shall not be liable in any manner whatsoever for the same or for any other costs or other expenses incurred by a Bidder regardless of the conduct or outcome of the bidding process. **Bidders to submit DD of Rs.2000/- as cost of tender along with technical bid. The amount is non-refundable.**

#### **15. Rejection of bids:**

The Bank reserves the right to reject any or all bids, and to re-tender the bid without assigning any reasons.

The Bank may at its sole discretion and at any time during the processing of tender, disqualify / reject any applicant from the tendering process for any reason, including but not limited to, if the applicant has:

- (a) Submitted the bid such that it received at Bank, for whatever reason, after the prescribed date and time of bid submission
- (b) Made misleading or false representations in the forms, statements and attachments submitted.
- (c) Declared as insolvent or any insolvency petition is pending against the Applicant in Court.
- (d) Any criminal proceeding is pending or has ended up in conviction against the Applicant (including its directors/promoters/partner) in Court.
- (e) Submitted bid document, which is not accompanied by required documentation.
- (f) Failed to provide clarifications related thereto, when sought.
- (g) Submitted Conditional bids.
- (h) Been found to canvass, influence, or attempt to influence in any manner the qualification or selection process, including without limitation, by offering bribes or other illegal gratification.
- (i) Has been black listed by any Bank or FI or the name is reflected in the caution list of RBI

Any delay in submission of the Bid arising due to postal or any other irregularities at any stage will not be considered. The Bank will not be responsible for any damage in transit in case of postal delivery.

## **16. Evaluation Process for empanelment:**

1. Opening of Bid: The Technical Bids will be opened at the date, time & location advised below:

***Date: 07/09/2022***

**Time: 04.30 PM**

Location: **The Dy. General Manager (PBBU), State Bank of India, Local Head Office,  
Maharashtra Circle  
“Synergy”, 1<sup>ST</sup> Floor, C-6, G Block, Bandra Kurla Complex, Mumbai- 400 051.**

The technical bids will be opened in the presence of authorized representatives of the Bidder/And or Bidder applicant who choose to attend the proceedings.

### **2. Evaluation Process:**

- i. **Preliminary examination:** After opening of the technical bids and preliminary examinations, the applicants who have fulfilled the Mandatory eligibility criteria may be asked to make presentation on the services offered by them. The Bank may, at its discretion waive any minor nonconformity or irregularity in a bid which does not constitute a material deviation. The applicants who have not met the mandatory eligibility criteria will be eliminated and their bids will not be considered for further evaluation process. The decision of the Bank in this regard will be final and no claims/representation by any bidder in this regard will be entertained by the Bank .
- ii. **Technical Evaluation:** Only the applicants who have fulfilled the Mandatory eligibility criteria shall be considered for Technical Evaluation. Detailed technical evaluation will include, scrutiny of mandatory eligibility criteria and technical information submitted as per technical bid Format (Annexure C(ii)). Based on the technical evaluation decision will be taken. As part of technical evaluation, the committee members of the Bank may visit the office(s) of the Applicants who have fulfilled the mandatory eligibility criteria.
- iii. **Commercial Evaluation:** The financial bid of only those Applicants considered for technical evaluation process would be opened and based on the rate quoted in their financial bids, the successful bidder will be chosen. The format for quoting financial bid is set out in Annexure D and the rate for carrying out each activity covered under the verification service has to be quoted by the applicant in the Bid as specified in the format. During the opening of financial bid, the Applicant or his authorized representative with proper authority letter can remain present, in case the applicant/authorized representative remains absent, the bid process would continue, marking the applicant as absent.

- 3. Final Evaluation and Selection for Empanelment:** Based on the evaluation of technical and commercial bids submitted by applicants, the bidder will be selected for empanelment. At the sole discretion and determination of the Bank, the Bank may add any other relevant criteria for evaluating the proposals received in response to this RFP. State Bank of India reserves the right to accept or reject any or all applications received in response to the RFP at any stage without assigning any reason thereof.
- 3. Matching to Lowest Rate:** All applicant bidders who are selected for empanelment must match the **lowest rate without any condition or protest** quoted amongst them for each activity covered under the verification service and have to render the verification service on allotment of the work at the **aforesaid lowest rates for each activity**. The aforesaid lowest rate shall remain fixed during the entire period of empanelment and shall not be subject to variation on any account. Applicant bidders who do not match the rate as aforesaid will not be considered for empanelment.

**17. Other Terms & Conditions:**

- 17.1 The empanelment of the Verification Agency shall not confer the agency any right to get allotment of the work mentioned above. The Bank reserves its right to give work, at its sole discretion. Further, The Bank reserves its right to entrust any one or more of activity(ies) set out above to empanelled Agency depending on its requirements, at its sole discretion.
- 17.2 The successful bidders (Verification Agencies) selected for empanelment must execute an agreement (as per Annexure G) with the Bank setting forth the terms and conditions of their empanelment and engagement for carrying out the work. Any unexcused delay by the Verification Agency in the performance of its obligations shall render the Agency liable to termination of their empanelment/engagement for default.
- 17.3 Verification Agency should maintain confidentiality and secrecy of the data provided to it by the Bank or obtained by the Agency during the subsistence of the service it has provided to the Bank and shall not divulge/disclose the same to any third party.
- 17.4 The Verification Agencies entrusted with the work should indemnify SBI and its employees against any claims, losses, expenses suffered by it on account of any breach of the terms of the agreement, including wrong/incorrect verification report, fraud, negligence, omissions committed by the Verification Agency, its employees, officers, agents.

## **18. Term of Empanelment and Termination:**

Empanelment of the Verification Agency will be for a period of **Three years and reviewed annually subject to satisfactory work being carried out by the Verification agency and the same will be sole discretion of the Bank.** During subsistence of the empanelment, the Bank shall have right to de- panel / disengage the Agency and terminate the engagement at any time without assigning any reason thereof and without being liable to pay the Verification Agency any damages or compensation for such termination.

## **19. Clarifications on RFP:**

- 19.1 Bidder requiring any clarification of the bidding document may notify the Bank in writing strictly as per the format given in **Annexure-L** at the address and by e-mail given in part II of this document within the date/time mentioned in the schedule of events.
- 19.2 The queries received, and response of the Bank thereof will be discussed in pre bid meeting and will be posted on the Bank's website as per date given in Part II of this document or conveyed to the Bidders.
- 19.3 SBI reserves the right to amend, rescind or reissue the RFP, at any time prior to the deadline for submission of Bids. The Bank, for any reason, whether, on its own initiative or in response to a clarification requested by a prospective Bidder, may modify the bidding document, by amendment which will be made available to the Bidders by way of corrigenda/addenda. The interested parties/Bidders are advised to check the Bank's website regularly till the date of submission of Bid document specified in the schedule of events/email and ensure that clarifications / amendments issued by the Bank, if any, have been taken into consideration before submitting the Bid. Such amendments/ clarifications, if any, issued by the Bank will be binding on the participating Bidders. Bank will not take any responsibility for any such omissions by the Bidder.
- 19.4 SBI, at its own discretion, may extend the deadline for submission of Bids in order to allow prospective Bidders a reasonable time to prepare the Bid, for taking the amendment into account. Nothing in this RFP or any addenda/ corrigenda or clarifications issued in connection thereto is intended to relieve Bidders from forming their own opinions and conclusions in respect of the matters addressed in this RFP or any addenda/corrigenda or clarifications issued in connection thereto/thereof.
- 19.5 No request for change in commercial/legal terms and conditions, other than what has been mentioned in the RFP or any addenda/corrigenda or clarifications issued in connection thereto, will be entertained and queries in this regard, therefore will not be entertained.
- 19.6 Queries received after the scheduled date and time will not be responded/ acted upon.

## 20. Contents of bid documents:

- 20.1 The Bidder must thoroughly study/analyse and properly understand the contents of this RFP document, its meaning and impact of the information contained therein.
- 20.2 Failure to furnish all information required in the bidding document or submission of Bid not responsive to the bidding documents in any respect will be at the Bidder's risk and responsibility and the same may finally result in rejection of its Bid. SBI has made considerable effort to ensure that accurate information is contained in this RFP and is supplied solely as guidelines for Bidders.
- 20.3 Nothing in this RFP or any addenda/corrigenda or clarifications issued in connection thereto, is intended to relieve Bidders from forming their own opinions and conclusions in respect of the matters contained in RFP and its addenda, if any.
- 20.4 The Bid prepared by the Bidder, as well as all correspondences and documents relating to the Bid exchanged by the Bidder and the Bank and supporting documents and printed literature shall be submitted in English.
- 20.5 The information provided by the Bidders in response to this RFP will become the property of SBI and will not be returned. Incomplete information in Bid document may lead to non-consideration of the proposal.
- 20.6 The submission of Bid by any applicant bidder along with all other documents will be deemed and considered that the bidder has read and understood all the contents of the RFP and has not raised any clarification on RFP under clause 19 above.

## 21. Earnest Money Deposit (EMD):

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

- 21.1.1 The Bidder shall furnish, as part of its Bid, an EMD of Rs. 15000/- (Rupees Fifteen Thousand only) by way of Pay Order / Demand Draft, **issued by a Scheduled Commercial Bank in India other than State Bank of India, drawn in favour of State Bank of India payable at Mumbai** along with Bidders letter for EMD as per **Annexure N**
- 21.1.2 No interest will be paid on EMD amount while refunding the same to the unsuccessful bidders.
- 21.1.3 The EMD is required to protect the Bank against the risk of Bidder's conduct, which would warrant the EMD's forfeiture.
- 21.1.4 The EMD shall be denominated in Indian Rupees and shall be in the form of a Pay Order / Demand Draft, issued by a Scheduled Commercial Bank in India other than State Bank of India, drawn in favour of State Bank of India payable at Mumbai and valid for a period of 90 days.

- 21.2 Any Bid not secured with EMD, as above, will be rejected out-rightly by the Bank, as non-responsive.
- 21.3 The EMD of the unsuccessful Bidders will be returned without any accrued interest thereon within Four weeks on completion of required process and necessary approvals.
- 21.4 EMD is required to protect the Bank against the risk of Bidder's conduct.
- 21.5 The successful bidder's EMD will be discharged without interest upon the Bidder signing the Contract and furnishing the Performance Bank Guarantee as per format Annexure E and as specified elsewhere in the RFP. The Bank Guarantee must be furnished from a Scheduled Commercial Bank other than SBI within 10 days from the selection of successful Bidder.

21.6 The EMD may be forfeited: -

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

21.7 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.

- a. The Bid document shall be complete in accordance with various clauses of the RFP document, or any addenda/corrigenda or clarifications issued in connection thereto, duly signed by the authorized representative of the Bidder and stamped with the official stamp of the Bidder. Board resolution authorizing representative to Bid and make commitments on behalf of the Bidder is to be attached.
- b. Bank's decision on opening of bids and further processing of bids irrespective of minimum number of bids received in the tender, will be final and binding.
- c. Prices quoted by the Bidder shall remain fixed for the period specified in part II of this document and shall not be subjected to variation on any account, including exchange rate fluctuations and custom duty. **A Bid submitted with an adjustable price quotation will be treated as non-responsive and will be rejected.**
- d. 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.
- e. The Bidder may also be asked to give presentation for the purpose of clarification of the Bid.
- f. The Bidder must provide specific and factual replies to the points raised in the RFP.

- g. The Bid shall be typed or written in indelible ink and shall be signed by the Bidder or a person or persons duly authorized to bind the Bidder to the Contract with date below the signature.
- h. All the enclosures (Bid submission) shall be serially numbered with rubber stamp of the participating Bidder's company. The person or persons signing the Bids shall initial all pages of the Bids, except for un-amended printed literature.
- i. Any inter-lineation, erasures or overwriting shall be valid only if these are initialled by the person signing the Bids.
- j. All pages of the Bid document shall be properly numbered and bound. If any page is missing, Bank would not be responsible for the same.
- k. The Bank reserves the right to reject Bids not conforming to above.

## **22. Deadline for Submission of Bids:**

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

## **23. Modification and Withdrawal of Bids:**

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



## **24. Period of Validity of Bids:**

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

## **25. Bid Security**

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

## **26. Bidding process/Opening of Technical Bids:**

- a) All the technical Bids received up to the specified time and date will be opened for initial evaluation on the time and date mentioned in the schedule of events available in part II of this document. The technical Bids will be opened in the presence of representatives of the Bidders who choose to attend the same. However, Bids may be opened even in the absence of representatives of one or more of the Bidders.
- b) In the first stage, only technical Bid will be opened and evaluated. Proposals of such Bidders satisfying eligibility criteria and agree to comply with all the terms and conditions specified in the RFP, will be evaluated for technical criteria/specifications/eligibility. Only those Bids complied with technical criteria shall become eligible for commercial Bid opening and further RFP evaluation process.
- c) The Bank will examine the Bids to determine whether they are complete, required formats have been furnished, the documents have been properly signed, EMD for the desired amount and validity period is available and the Bids are generally in order. The Bank may, at its discretion waive any minor non-conformity or irregularity in a Bid which does not constitute a material deviation.
- d) Prior to the detailed evaluation, the Bank will determine the responsiveness of each Bid to the bidding document. For purposes of these Clauses, a responsive Bid is one,

which conforms to all the terms and conditions of the bidding document in Toto, without any deviation.

- e) The Bank's determination of a Bid's responsiveness will be based on the contents of the Bid itself, without recourse to extrinsic evidence.
- f) After opening of the technical Bids and preliminary evaluation, some or all the Bidders may be asked at Bank's discretion, to make presentations on their existing manpower on payroll, infrastructure facilities, hardware, operating software/firmware proposed to be used by them.
- g) If a Bid is not responsive, it will be rejected by the Bank and will not subsequently be made responsive by the Bidder by correction of the non-conformity.

## **27 Technical Evaluation:**

- e) Technical evaluation of only those bids will be carried out which are prima facie found to be responsive and where all the required papers and EMD, Affidavits etc. have been furnished. Before technical evaluation, the bank will examine the bids to determine whether they are complete, whether any computational errors have been made, whether required information have been provided as underlined in the bid document, whether the documents have been properly signed, and whether bids are generally in order. The bank will reject the bid determined as not substantially responsive.
- f) Technical evaluation will include technical information submitted as per technical Bid format, demonstration of proposed product/services, reference calls and site visits, wherever required. The Bidder may highlight the noteworthy/superior features of their product/services. The Bidder will, at Bank's discretion, demonstrate/substantiate all claims made in the technical Bid to the satisfaction of the Bank, the capability of the product/services to support all the required functionalities at their cost in their workplace/sites or those at other organizations where similar product/services are in use.
- (iii). The Bank reserves the right to evaluate the Bids on technical & functional parameters including factory/workplace visit and witness demos of the system and verify functionalities, response times, etc.
- (iv) Bank will evaluate the technical and functional specifications, including the fulfillment of eligibility criteria as laid down in the RFP.
- (v) During evaluation and comparison of Bids, the Bank may, at its discretion ask the Bidders for clarification on the Bids received. The request for clarifications shall be in writing and no change in prices or substance of the Bid shall be sought, offered, or permitted. No post Bid clarification at the initiative of the Bidder shall be entertained.

## **28 Technical Bid Evaluation Criteria:**

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

## 29 Contacting the Bank:

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

## 30. Award Criteria:

- i. Bank will notify successful Bidders in writing by letter or fax/email that its Bid has been accepted. The Selected Bidder has to return the duplicate copy of the same to the Bank within 5 working days, duly Accepted, Stamped and Signed by Authorized Signatory in token of acceptance.
- ii. The successful Bidders will have to submit Non-disclosure Agreement (**Annexure J**) and Performance Bank Guarantee for the amount and validity as desired in part II and strictly on the lines of format given at **Annexure-E** of this document together with acceptance of all terms and conditions of RFP.
- iii. Copy of board resolution or power of attorney showing that the signatory has been duly authorized to sign the acceptance letter, contract and NDA should be submitted.
- iv. The notification of award will constitute the formation of the Contract.
- v. The successful Bidder(s) shall be required to enter into a contract/ SLA with the Bank, within 15 days of award of the tender or within such extended period as may be decided by the Bank.
- vi. Until the execution of a formal contract, the Bid document, together with the Bank's notification of award and the vendor's acceptance thereof, would constitute a binding contract between the Bank and the successful Bidder.
- vii. The contract/ agreement will be based on Bidder(s)' offer document with all its enclosures, modifications arising out of negotiation /clarifications etc. and will include SLA, project plan – phases & milestones and schedule, copies of all necessary documents, licenses, certifications etc.
- viii. The Bank reserves the right to stipulate, at the time of finalization of the contract, any other document(s) to be enclosed as a part of the final contract.
- ix. Failure of the successful Bidder(s) to comply with the requirements/terms and conditions of this RFP shall constitute sufficient grounds for the annulment of the award and forfeiture of the EMD and/or PBG.
- x. Upon notification of award to the successful Bidder(s), the Bank will promptly notify the award of contract to the successful Bidder (s) on the Bank website. The EMD of each unsuccessful Bidder will be discharged and returned.

xi. If L1 fails to take up the project in one-month time from SLA date, Bank may impose penalty as per penalty clause Annexure K, invoke PBG in addition to cancellation of contract awarded. Bank decision in this regard will be final and binding on all parties.

xii. In **Annexure D**, (Commercial Bid Format) if there is discrepancy in the unit price quoted in words and figures, the unit price quoted in words, shall be taken as correct and final

xiii. Bank reserve the right to reject any or all the bidders in technical as well as commercial bid

### **31. Powers to Vary or Omit Work:**

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

### **32. No Waiver of Bank's Rights or Successful Bidder's Liability:**

Neither any sign-off, nor any payment by the Bank for acceptance of the whole or any part work, nor any extension of time, nor any possession taken by the Bank shall affect or dice the rights of Bank against the finally selected Bidder(s), or relieve the

finally selected bidder(s) of his obligations for the due performance of the contract, or be interpreted as approval of the work done, or create liability in the Bank to pay for alterations/ amendments/ variations, or discharge the liability of the successful Bidder(s) for the payment of damages whether due, ascertained, or certified or not or any sum against the payment of which he is bound to indemnify the Bank nor shall any such certificate nor the acceptance by him of any such amount paid on account or otherwise affect or prejudice the rights of the successful Bidder against Bank.

### **33. Change in Orders:**

- i. The Bank may, at any time, by a written order given to the Vendor, make changes within the general scope of the Contract in any manner.
- ii. If any such change causes an increase or decrease in the cost of, or the time required for the Vendor's performance of any provisions under the Contract, an equitable adjustment shall be made in the Contract Price or delivery schedule, or both, and the Contract shall accordingly be amended. Any claims by the Vendor for adjustment under this clause must be asserted within 15 days from the date of Vendor's receipt of Bank's change order.

### **34. Contract Amendments:**

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

### **35. Bank's Right to Accept Any Bid and to Reject Any or All Bids:**

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

### **36. Documentary Evidence Establishing Bidder's Eligibility and Qualifications:**

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

### **37. Performance Bank Guarantee:**

**Verification Agency should furnish a Performance Bank Guarantee at the time of execution of SLA . Respective Administrative offices shall decide the bank guarantee amount of the service provider (to be calculated as 10% of the contract value: where contract value represents : Accepted rate for verification of job \* Estimated number of pre sanction surveys to be conducted by verification agencies in Module for P segment loans ).**

**38. Turn Around Time (TAT):** Verification Agency should submit all the reports covered under their scope of services, within 48 hours from the time of receipt of the case from the Bank. However, for income verification of the applicants in rural/semi-urban areas, an additional 24 hours may be allowed. The time period stipulated above, and the format of the Verification Report can be changed and modified by the Bank at any time.

**39. Penalty for non-maintenance of TAT:** For each day of delay beyond the prescribed TAT of 48 hours, the Verification Agency would be charged penalty at the rate of 25% of the fees payable per day of delay per case.

**40. Right to Verification:**

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

**41. Cost of Services:**

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

**42. Right to Audit:**

- i) The Selected Bidder (Service Provider) may have to get itself audited by Bank officials / internal / external empanelled Auditors appointed by the Bank / inspecting official from the Reserve Bank of India or any regulatory authority, covering the risk parameters finalized by the Bank. The Bank can make its expert assessment on the efficiency and effectiveness of the security, control, risk management, governance system and process created by the Service Provider. The Service Provider shall, whenever required by the Auditors, furnish all relevant information, records/data to them.
- ii) Where any deficiency has been observed during audit of the Service Provider on the risk parameters finalized by the Bank or in the certification submitted by the Auditors, the Service Provider shall correct/resolve the same at the earliest and shall provide all necessary documents related to resolution thereof and the auditor shall further certify in respect of resolution of the deficiencies. The resolution provided by the Service Provider shall require to be certified by the Auditors covering the respective risk parameters against which such deficiencies have been observed. Cost of such correction if any to be incurred by the vendor.

- iii) Service Provider shall, whenever required by the Bank, furnish all relevant information, records/data to such auditors and/or inspecting officials of the Bank/Reserve Bank of India and or any regulatory authority. The Bank reserves the right to call and/or retain for any relevant material information /reports including audit or review reports undertaken by the service provider (e.g., financial, internal control and security reviews) and findings made on Selected Bidder in conjunction with the services provided to the Bank.
- iv). The Bank reserve the right to audit the bidder by its internal auditors from Internal Audit Department or any outside agencies as decided by the Bank. Cost of external auditor if appointed by Bank will be borne by the Bank.

#### **43.Subcontracting:**

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

#### **44. Limitation of liability:**

- i. The limitations set forth herein shall not apply with respect to:
  - a) claims that are the subject of indemnification pursuant to IPR infringement,
  - b) damage(s) occasioned by the gross negligence, fraud or willful misconduct of Service Provider,
  - c) damage(s) occasioned by Service Provider for breach of Confidentiality Obligations,
  - d) When a dispute is settled by the Court of Law in India.
  - e) Regulatory or statutory fines imposed by a Government or Regulatory agency for noncompliance of statutory or regulatory guidelines applicable to the Bank, provided such guidelines were brought to the notice of Service Provider.

#### **45. Confidentiality:**

- i. Bidder acknowledges and agrees that all tangible and intangible information obtained, developed or disclosed including all documents, contract, purchase order to be issued, data papers and statements and trade secret of the Bank relating to its business practices and their competitive position in the market place provided to the selected Bidder by the Bank in connection with the performance of obligations of Bidder under the scope of work, in part or complete shall be considered to be confidential and proprietary information (“Confidential Information”) and shall not be disclosed to any third party/published without the written approval of the Bank.
- ii. The Confidential Information will be safeguarded, and Bidder will take all the necessary action to protect it against misuse, loss, destruction, alterations or deletions thereof. In the event of a breach or threatened breach by Bidder of this section, monetary damages may not be an adequate remedy; therefore, Bank shall be entitled to injunctive relief to restrain Bidder from any such breach, threatened or actual.

- iii. Any document, other than the Contract itself, shall remain the property of the Bank and shall be returned (in all copies) to the Bank on completion of the Vendor's performance under the Contract, if so, required by the Bank.
- iv. The confidential information may be disclosed to /shared with the employee of the service provider strictly on need-to-know basis. The service provider however shall ensure that the confidential information of the Bank is duly protected during the service and after resignation / termination of such employee

**46. Delay in the Vendor's Performance:**

- i. Any delay in performing the obligation/ defect in performance by the vendor may result in imposition of penalty, liquidated damages, invocation of Performance Bank Guarantee and/or termination of contract (as laid down elsewhere in this RFP document).
- ii. In case the vendor is not able to complete the job within given timeline and/or the vendor's services are not found to the satisfaction of the Bank after start of operation, the Bank will have right to take appropriate steps as per this document.
- iii. Penalty will be imposed on the service provider for delays in timely submission of verification reports as mentioned in annexure K.

**47. Vendor's obligations:**

- i. The Vendor is responsible for and obliged to conduct all contracted activities in accordance with the contract using latest technology, methods and economic principles and exercising all means available to achieve the performance specified in the Contract.
- ii. The Vendor is obliged to work closely with the Bank's staff, act within its own authority and abide by directives issued by the Bank from time to time and complete implementation activities.
- iii. The Vendor will abide by the job safety measures prevalent in India and will free the Bank from all demands or responsibilities arising from accidents or loss of life, the cause of which is the Vendor's negligence. The Vendor will pay all indemnities arising from such incidents and will not hold the Bank responsible or obligated.
- iv. The Vendor is responsible for managing the activities of its personnel and will hold itself responsible for any misdemeanours.
- v. The Vendor shall treat as confidential all data and information about SBI, obtained in the process of executing its responsibilities, in strict confidence and will not reveal such information to any other party without prior written approval of the Bank as explained under "Non-Disclosure Agreement" in **Annexure-J** of this document.
- vi. Service provider will take Fidelity Insurance to protect Bank against any loss (fraud and or reputation loss) to Bank due to data misuse / pilferage or any act of its employee (s).
- vii. The operation of the bidder in Pakistan or China, if any, should be suitably firewalled from the contact / operations with the Bank. And shall also declare that no employee



who has previously or been posted in Pakistan or China in any capacity is engaged by the company for this project and that no Pakistan national or person of Pakistan origin should be engaged by the service provider for the project. Further the company should not post an employee who has worked in India operations in Pakistan or China.

#### **48. Conflict of Interest:**

Bidder shall not have a conflict of interest (the "Conflict of Interest") that affects the bidding process. Any Bidder found to have a Conflict of Interest shall be disqualified. In the event of disqualification, the Bank shall be entitled to forfeit and appropriate the Bid Security/EMD and/or Performance Security (Performance Bank Guarantee), as the case may be, as mutually agreed upon genuine estimated loss and damage likely to be suffered and incurred by the Bank and not by way of penalty for, inter alia, the time, cost and effort of the Bank, including consideration of such Bidder's proposal (the "Damages"), without prejudice to any other right or remedy that may be available to the Bank under the bidding documents and/ or the contract or otherwise.

#### **49. Fraud & Corrupt Practices:**

- i. The Bidder and their respective officers, employees, agents and advisers shall observe the highest standard of ethics during the bidding process. Notwithstanding anything to the contrary contained herein, the Bank shall reject an Application without being liable in any manner whatsoever to the Bidder if it determines that the Bidder has, directly or indirectly or through an agent, engaged in corrupt/fraudulent/coercive/undesirable or restrictive practices in the bidding process.
- ii. Without prejudice to the rights of the Bank under Clause 44 (i) hereinabove, if a Bidder is found by the Bank to have directly or indirectly or through an agent, engaged or indulged in any corrupt/fraudulent/coercive/undesirable or restrictive practices during the bidding process, such Bidder shall not be eligible to participate in any EOIRFP issued by the Bank for a period of 2 (two) years from the date if such Bidder is found by the Bank to have directly or indirectly or through an agent, engaged or indulged in any corrupt/ fraudulent/ coercive/ undesirable or restrictive practices, as the case may be.
- iii. For the purposes of this Clause, the following terms shall have the meaning hereinafter, respectively assigned to them:
  - (a) "**Corrupt practice**" means offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence the actions of any person connected with the bidding process
  - (b) "**Fraudulent practice**" means a misrepresentation or omission of facts or suppression of facts or disclosure of incomplete facts, in order to influence the bidding process
  - (c) "**Coercive practice**" means impairing or harming or threatening to impair or harm, directly or indirectly, any person or property to influence any person's participation or action in the bidding process;
  - (d) "**Undesirable practice**" means (i) establishing contact with any person connected with or employed or engaged by the Bank with the objective of canvassing, lobbying or in any manner influencing or attempting to influence the bidding process; or (ii) having a Conflict of Interest; and

- (e) **Restrictive practice:** means forming a cartel or arriving at any understanding or arrangement among Bidders with the objective of restricting or manipulating a full and fair competition in the Bidding Process.

## 50. Termination:

- i. The Bank, without prejudice to any other remedy for breach of Contract, by a written notice of not less than 30 (thirty) days sent to the Vendor, may terminate the Contract in whole or in part:
- a. If the Vendor fails to deliver any or all the Products and Services within the period(s) specified in the Contract, or within any extension thereof granted by the Bank; or
  - b. If the vendor fails to perform any other obligation(s) under the contract; or
  - c. Laxity in adherence to standards laid down by the Bank; or
  - d. Discrepancies/deviations in the agreed processes and/or products; or
  - e. Violations of terms and conditions stipulated in this RFP.
  - f. For inconvenience or in the interest of the Bank.
- ii. The Bank shall have a right to terminate the Agreement immediately by giving a notice in writing to Service Provider in the following eventualities:
- (a) If any Receiver/Liquidator is appointed in connection with the business of the 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.
  - (b) 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.
  - (c) If Service Provider, in reasonable opinion of the Bank is unable to pay its debts or discharge its liabilities in normal course of business.
  - (d) If Service Provider is unable to render the services up to the mark as envisaged under this agreement upon a reasonable assessment of the circumstances by the Bank which affect rendering of the services by Service Provider as envisaged under this agreement.
  - (e) 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 customers.
  - (f) If Service Provider is owned/ controlled wholly/ partly by any other bank operating in India.
  - (g) If any officer/ employee/ director of Service Provider or their relatives as defined in section 6 of the Companies Act, 1956 becomes a director of the Bank.
- iii. If the contract is terminated under any termination clause, the vendor shall handover all documents/ executable/ Bank's data or any other relevant information to the Bank in timely manner and in proper format as per scope of this RFP and shall also support the orderly transition to another vendor or to the Bank.

- iv. During the transition, the vendor shall also support the Bank on technical queries/support on process implementation or in case of software provision for future upgrades.
- v. In the event of termination of the Agreement, the Service Provider shall render all reasonable assistance and help to the Bank and any new contractor engaged by the Bank for the smooth switch over and continuity of the Services or if so, required by the Bank take all necessary steps to bring the Services to a close in a prompt and orderly manner.
- vi. The Bank, by written notice of not less than 30 (Thirty) days sent to the Vendor, may terminate the Contract, in whole or in part, at any time for its convenience. The notice of termination shall specify that termination is for the Bank's convenience, the extent to which performance of the Vendor under the Contract is terminated, and the date upon which such termination becomes effective.
- vii. The Bank's right to terminate the Contract will be in addition to the penalties /liquidated damages and other actions as deemed fit.

**51. Force Majeure:**

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

**52. Termination for Insolvency:**

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

**53. Governing Language:**

The governing language shall be English.

**54. 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 district courts at the place where the SLA is executed.

**55. Taxes and Duties:**

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

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

**57. Notices:**

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

#### **58. Termination for Convenience:**

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

#### **59. Disputes/Arbitration (applicable in case of successful Bidder only):**

59.1 All disputes or differences whatsoever arising between the parties out of or in connection with this contract or in discharge of any obligation arising out of the Contract (whether during the progress of work or after completion of such work and whether before or after the termination of this contract, abandonment, or breach of this contract), shall be settled amicably. If however, the parties are not able to solve them amicably, either party (SBI or Vendor), give written notice to other party clearly setting out there in specific dispute(s) and/or difference(s) and shall be referred to a sole arbitrator mutually agreed upon, and the award made in pursuance thereof shall be binding on the parties. In the absence of consensus about the single arbitrator, the dispute may be referred to joint arbitrator; one to be nominated by each party and the said arbitrators shall nominate a presiding arbitrator, before commencing the arbitration proceedings. The language of arbitration would be in English, and the seat of arbitration would be **Mumbai**. The arbitration shall be settled in accordance with the applicable Indian Laws and arbitration would be held as per the Arbitration and conciliation Act, 1996, as amended from time to time. The construction, validity, performance of this agreement/contract shall be governed by laws of India.

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

## SCHEDULE OF EVENTS

Sr No	Particulars	Remarks
1	Contact details of issuing Authorities:	i) For empanelment of verification Agency/Vendor in Maharashtra  PBBU Dept State Bank of India, Local Head Office, Maharashtra Circle, "Synergy", 1 <sup>st</sup> Floor ,C-6, G Block, Bandra Kurla Complex, Mumbai- 400 051 e-mail: <a href="mailto:dgmpbbu.lhomah@sbi.co.in">dgmpbbu.lhomah@sbi.co.in</a> Phone: 022-267514138,
2	Bid Document Availability including changes / amendments if any to be issued	RFP may be downloaded from Bank's website <a href="http://www.sbi.co.in">www.sbi.co.in</a> <b>From 12/08/2022 on 11.00 AM to 3.00 PM on 01/09/2022</b> Clarification / Addenda / Corrigenda will be published in Bank's web site <a href="http://www.sbi.co.in">www.sbi.co.in</a> only.
3	Last date and time for receipt of queries and clarifications (over e-mail only to <a href="mailto:dgmpbbu.lhomah@sbi.co.in">dgmpbbu.lhomah@sbi.co.in</a> )	<b>Up to 5.00 PM on 24/08/2022</b> .All Clarification / Addendum / Corrigendum will be published in Bank's web site <a href="http://www.sbi.co.in">www.sbi.co.in</a> only
4	Pre-Bid Meeting	<b>25/08/2022 at 3.30 PM</b> PBBU Department, Local Head Office Maharashtra Circle, "Synergy", 1st FLOOR, C-6, G Block, Bandra Kurla Complex, <b>Any change will be published on Bank website: <a href="http://www.sbi.co.in">www.sbi.co.in</a></b>
5	Last date and time for Bid submission.	<b>01/09/2022, 3.00 PM</b>
6	Address for submission of Bids	Deputy General Manager, State Bank of India, PBBU Dept Local Head Office MAHARASHTRA Circle, "Synergy", 1st FLOOR, C-6, G Block, Bandra Kurla Complex, Mumbai- 400 051 e-mail <a href="mailto:dgmpbbu.lhomah@sbi.co.in">dgmpbbu.lhomah@sbi.co.in</a> Phone: 022-267514138

7.	Date and Time of opening of Technical Bids ( <b>Tentative</b> )	<b>07/09/2022, 04.30 PM</b> , Authorized representatives of Bidders, at their option, may be present during opening of Bid. However, Bids will be opened even in the absence of any or all of the Bidder's representative.
8	Reverse Auction Date ( <b>Tentative</b> )	Will be conveyed in due course to eligible vendors by email/SMS
9	Earnest Money Deposit	As per pre-qualification Table in Annexure C(i) To be submitted in the form of Bank Draft from a schedule commercial Bank other than State Bank of India payable at Mumbai
10	Performance Bank Guarantee	To be calculated as 10% of the contract value: where contract value represents : Accepted rate for verification of job * Estimated number of pre sanction surveys to be conducted by verification agencies in Module for P segment loans ). PBG will be Valid for 18 months from the date of Handing over and extendable till validity of contract. PBG has to be issued by a Scheduled Commercial Bank other than State Bank of India.
11	Price validity from the date of price discovery	36 months subject to annual review
12	Delivery schedule	Services to be operationalized within 30 days from the date of signing of agreement.

13	Terms of payment	Invoices to be raised every month for the previous month for the completed job. Payment to be made by the Bank within 21 days of receipt of invoices, after deducting taxes and penalty if any.
14	Delivery Locations	<b>Administrative offices/zonal offices</b>
		Deputy General Manager State bank Of India Zonal office- Kolhapur Sharada Chamber, Shankarsheth Road,7 <sup>th</sup> Floor Pune 411037
		Deputy General Manager State bank Of India Zonal office- Panaji State bank Bhavan, MG Road, PO Box no. 12, Panaji Goa 403001
		Deputy General Manager State bank Of India Zonal office- Pune Sharada Chamber,3 <sup>rd</sup> floor Shankarsheth Road Pune 411037
		Deputy General Manager State bank Of India Zonal office- Nagpur Kingsway PB no. 37 Nagpur 440001
		Deputy General Manager State bank Of India Zonal office- Nashik 1st Floor,BSNL,CTTC Building Plot no. 45-47, D Road MIDC Satpur Nashik 422007



		Deputy General Manager State bank Of India Zonal office- Aurangabad Plot No. 79 Part N-5, CIDCO Aurangabad 431003
		Deputy General Manager State Bank of India Zonal Office- Amravati, 1 <sup>ST</sup> floor, Amaravati Main Branch Shyam Chowk Amravati Amravati 444601
		Deputy General Manager State Bank of India Zonal Office- Nanded, 1 <sup>st</sup> floor, SBI IE Nanded Branch Shivaji Nagar Nanded Nanded 431602
15	Liquidated damages	If Service Provider fails to start work within one month of executing SLA or fails to perform any or all the Services within the stipulated time, the Bank may, consider termination of Agreement. Further Bank may cancel the order and invoke PBG in addition to charging liquidated damages.

<b>Annexure</b>	<b>Index</b>
<b>Annexure – A</b>	Branches/RACPC/RASMEC/RACC/Others
<b>Annexure – B</b>	Scope of Work
<b>Annexure – C (i)</b>	Bidder's Eligibility criteria
<b>Annexure – C (ii)</b>	Technical Bid Evaluation Criteria
<b>Annexure – D</b>	Financial Bid
<b>Annexure – E</b>	Format of Performance Bank Guarantee
<b>Annexure – F</b>	Bidder details
<b>Annexure – G</b>	Formats to be used for verification
<b>Annexure – H</b>	Glossary
<b>Annexure – I</b>	Affidavit
<b>Annexure – J</b>	Non-disclosure Agreement
<b>Annexure – K</b>	Penalty Clause
<b>Annexure - L</b>	Pre-Bid Query Format
<b>Annexure – M</b>	Bid form / Covering letter
<b>Annexure -N</b>	Letter for EMD
<b>Annexure -O</b>	Certificate of Compliance

## **Annexure-A**

### **Branches/RACPC/RASMECC/RACC's**

The location for branches are subject to change as per the Bank's needs and successful bidder has to provide services at Branches /RACPC's/RASMEC/RACC under control of various administrative offices of Maharashtra Circle. The address of the units can vary during the contract period.

## **Annexure- B**

<b>Scope of Work</b>
----------------------

The Verification Agency has to provide verification services by verifying the correctness of the information given by the proposed borrowers in their loan application form, as per the directions and details given by the SBI by:

- I. Conducting Residence Address Verification by actually visiting the applicant's residence, followed by back-check over phone.
- II. Conducting Business Address Verification by actually visiting the applicant's place of business/office, followed by back-check over phone.
- III. Conducting Business Phone Verification by making a phone call to the applicant's place of business/office.
- IV. Conducting Residence Phone Verification by making phone call to the applicant's residence.
- V. Conducting verification of income such as salary slip, Form 16, IT returns, etc.

Verification Agency should submit duly signed verification report on the above to the Bank as per the formats prescribed in that behalf by the Bank. The Agency should also send the report electronically in the encrypted format when made available by the Bank. It should also submit daily MIS containing number of cases received, no of cases submitted to SBI, and number of cases pending.

## **ANNEXURE C ( i )**

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

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

1) The applicant should be a registered legal entity incorporated / registered under prevailing law in India, practicing as Verification Agency and are providing field verification services to banks and financial institutions/companies, at least since last one year from the date of this Notice. Self-attested copy of Copy of the Partnership deed/Bye Laws/ Certificate of Incorporation issued by Registrar of Companies along with Memorandum & Articles of Association and full address of the registered office.

*Note: "Field verification services" for the purpose of above criterion means rendering of services detailed in para 3(A) supra.)*

2) if the applicant is from any country who is having border with India, than the applicant must comply with directions given in the Office Memorandum issued by the Department of Expenditure, Ministry of Finance for insertion of Rule 144(xi) in the General Financial Rule, 2017, dt July 23, 2020 (Annexure E) and provide a certificate with respect to compliance of Rule 144(xi) as per Annexure D of this RFP.

3 The applicant should have a prior satisfactory work experience in conducting necessary customer point verification for a Bank / Financial Institution anywhere in India for at least 01 year and they must provide at least two references from their clientele, acceptable to the Bank. Copy of the order and Certificate of completion of the work / reference from PSU / PSB / SCB / Govt. department/NBFC/MNC for satisfactory work done to be enclosed.

4) The applicant should not be blacklisted or included in negative list by any State Government, Central Government, Reserve Bank of India, IBA, SEBI, any Regulatory body/ authority, Government Dept., or any Public Sector Bank / undertaking or a Corporation during last 3 years. An undertaking to this effect should be submitted by the applicant on its letter head.

5 The applicant should have sufficient infrastructure, requisite technical and other competence, sufficient, suitable, qualified and experienced manpower / Personnel and expertise to provide the verification service.

6 The applicant should have a valid PAN/GST Registration number issued by Income Tax Department/ Competent authority.

7 Subcontracting of the work is not permitted. An undertaking would be required to be submitted. Affidavit as per **Annexure-I**

8 The Service Provider should have GST registration certificate, E.S.I.C., P.F. and applicable Labour Law registration/ Licenses. Photocopies of valid registration certificates/licensees should be furnished along with the technical bid. Compliance self-certificate along with Photocopies of valid registrations and license should be furnished with the Technical Bid.

9 Service Providers should not be under a declaration of ineligibility for corrupt and fraudulent practices issued by the Tendering Authority. Affidavit as per **Annexure-I**

### **Annexure-C (ii)**

#### **Technical Bid Evaluation Criteria**

The Bank shall constitute an Evaluation Committee (EC), which shall carry out the entire evaluation process. The Technical proposal evaluation process would focus on the ability of Service Provider to satisfy technical requirements of the assignment, quality assurance procedures and experience of safekeeping of records. Technical proposals will be evaluated based on the following criteria. The bidder will have to provide necessary documentary evidence for below criteria along with Bid document failing which bidder will be disqualified for criteria where no documentary evidence provided with bid document.

**EMPANELMENT OF VERIFICATION AGENCY FOR STATE BANK OF INDIA,  
TECHNICAL BID, MAHARASHTRA CIRCLE**

<b>Sr. No.</b>	<b>Particulars of Information</b>	<b>Required self-attested copies of below document as Proof</b>
1)	Name of the applicant	Applicant's Letter Head
2)	Registered Office Address (along with phone, fax, mailed and pin code no)	
3)	Head Office Address (along with phone, fax, mailed and pin code no - if different than Registered Office):	
4)	Date of incorporation	Certificate of Incorporation/Registration in India
5)	Incorporated as (Company/society/firm etc.):	Memorandum of Association/ Bye Law/ Partnership Deed
6)	Name of the Authorized person to submit this bid:  (a) Designation (b) Address (c) Telephone no. (d) Mobile No. (e) <b>E mail id.</b> (f) alternate e mail id, if any	authorization on applicant's letterhead by respective Owner/CEO/Board/Chairman etc. as the case may be)
7)	Number of years" experience in the area of Field Verification Service:	Business order that qualifies the desirable numbers of years into this business
8)	Experience Name of the Bank/financial institutions the applicant has been providing Field Verification services, No. of years including period thereof, Nos. of cases where verification is done in respect of each client  I.Client 1 II. Client 2 III.Client 3	Work order/ MOU/ Certificate/release of payment or any such document that verify the fulfillment of above criteria.  (ii) References from your client, as per Para 4(2) of the RFP.
9)	PAN No./GST No. Of Applicant	Enclosed Certified Copies of document as Evidence
10)	Whether the applicant has been blacklisted at any point of time within last 3 years. If Yes Then Details thereof	If <b>No</b> then Suitable undertaking in Annexure I
11)	Furnish Information about, Internal Structure, Infrastructure, Facilities and	

	<p>HR of the applicant to carry out the work.</p> <p>Management Structure of the Applicant Controls and Reporting system Client Complaints &amp; Assistance - Response and Resolution System in Place, including levels of Escalation Provide Details:</p> <p>a) No. Of Offices and Location*</p> <p>b) No. Of Branches and location*</p> <p>c) Facilities/infrastructure available at office and Branch to carry out the work including details of computers, communications instruments, vehicles etc.</p> <p>d) No. Of Staff available at each office and branch</p> <p>e) Staff structure at office and Branches</p> <p>f) No. of Field verifiers and supervisors at each office and Branch</p> <p>*the verification agency should have office and requisite staff on locale, for which bid is being submitted.</p>	
12	<p>Furnish Information about Systems and Procedures in place:</p> <p>(a) to conduct back checks for all the verification conducted by its Field Verifiers (b) to ensure Time Bound Delivery of Verification Report (c) to ensure correctness and authenticity of the Verification report</p> <p>(d) Data of negative list of borrowers/defaulters</p> <p>(e) Safeguards to maintain confidentiality and secrecy of customer data</p>	
13	<p>Details of License /permission obtained from concerned Issuer for verification of voter ID Card, PAN Card, Aadhar Card etc.</p>	<p>Enclose certified copies of document as evidence</p>

14	Particulars of training programs provided to field verifiers for conducting of verification services	
15	Any other technical information applicant want to furnish:	

. (Authorized Signatory) (Seal of Firm/Company)

Place

:

Date:

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



## ANNEXURE D

### FINANCIAL BID FOR PROVIDING VERIFICATION SERVICES, MHARASHTRA CIRCLE

With reference to the RFP dated **12/08/2022** for empanelment of Field verification Services for State Bank of India, we hereby submit our financial proposal for the verification services as under:

**Financial Quotes (In Indian National Rupee) inclusive of all applicable taxes, expenses, charges etc.**

#### Activity wise Financial Quote

	<b>Verification activity (as per scope of work mentioned in the RFP)</b>	<b>Cost in INR (Per Verification)</b>	<b>Cost in Words</b>
1	Residence Address Verification		
2	Business Address Verification		
3	Business Phone Verification		
4	Residence Phone Verification		
5	Verification of income such as Salary Slip, Form 16, IT returns etc.		

- The above quoted fee includes all applicable duties, levies, taxes, including GST.
- All expenses pertaining to verification would be borne by applicant.
- NIL consideration or Free charges would not be accepted by the Bank.

(Authorized Signatory)

(Seal of Firm / Company)

Place:

Date:

#### General Clauses:

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

**PERFORMANCE BANK GUARANTEE**

This guarantee is made on this..... day of by ----- having its \_\_\_\_\_

Registered / Head office at..... and among others a branch office at.....

(hereinafter called the “**Bank**”, which expression shall, unless repugnant to the context or meaning thereof, shall mean and include, its successors and assigns) in favour of **State Bank of India**, a body corporate constituted under the State Bank of India Act, 1955 having its Corporate Centre and Central Office at State Bank Bhavan, Madame Cama Road, Nariman Point, Mumbai-21 and having one of its Local Head Offices at and a Branch Office at...../ through its .....Office/ Department at.....(hereinafter referred to as “**SBI**” which expression shall unless repugnant to the context or meaning thereof shall include its successors & assigns).

WHEREAS \_\_\_\_\_, incorporated under .....Act having its registered office at .....and principal place of business at .....

(Hereinafter referred to as “**Service Provider**” which expression shall unless repugnant to the context or meaning thereof shall include its successor, executor & assigns) has agreed to provide the services of \_\_\_\_\_(hereinafter “**Services**”) to SBI in accordance with the agreement dated\_(hereinafter referred as “**Agreement**”) executed between the SBI and the Service Provider.

WHEREAS, SBI has agreed to avail the Services from the Service Provider for a period of **three** year.

WHEREAS, in accordance with terms and conditions of the Agreement, 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 Agreement guaranteeing payment of the said amount of Rs.

\_\_\_\_\_-/- (Rupees \_\_\_\_\_only) to SBI, if Service Provider fails to fulfil its obligations as agreed in the Agreement.

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

AND WHEREAS, the Bank, 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

(a) In consideration of SBI having agreed to entrust the Service Provider for rendering Services

1. As mentioned in the Agreement, we the Bank hereby unconditionally and irrevocably guarantee that Service Provider shall fulfill its commitments and obligations in respect of providing the Services as mentioned in the Agreement and in the event of Service Provider

failing to perform / fulfill its commitments / obligations in respect of providing Services as mentioned in the Agreement, we (the Bank) shall on demand(s), from time to time from SBI, without protest or demur or without reference to Service Provider and notwithstanding any contestation or existence of any dispute whatsoever between Service Provider and SBI, pay SBI forthwith the sums so demanded by SBI in each of the demands, subject to a cumulative maximum amount of Rs./- .....(Rupees .....only).

(b) 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 Bank and shall not be questioned by the Bank in or outside the court, tribunal, authority, or arbitration as the case may be and all such demands shall be honored by the Bank without any delay.

2. WE (BANK), HEREBY FURTHER AGREE & DECLARE THAT:

- (a) 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.
- (b) This Guarantee herein contained shall be distinct and independent and shall be enforceable against the Bank, notwithstanding any Guarantee or Security now or hereinafter held by SBI at its discretion.
- (c) 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 Bank or by merger or amalgamation or any change in the Constitution or name of the Bank.
- (d) The guarantee shall not be affected by any change in the constitution of SBI or Service Provider or winding up / liquidation of Service Provider, whether voluntary or otherwise
- (e) This guarantee shall be a continuing guarantee during its validity period and the SBI can make its claim in one or more events within the total liability of the Bank mentioned herein.
- (f) Notwithstanding anything contained herein above:
  - (i) The Bank's overall liability under this Bank Guarantee shall not exceed Rs. \_\_\_\_\_/- (Rupees.....only);
  - (ii) This Bank Guarantee shall be valid up to \_\_\_\_\_ .
  - (iii) The Bank is liable to pay the guaranteed amount or any part thereof under this Bank Guarantee only and only if SBI serves the Bank claim or demand on or before .....  
..... (Claim period should be one year after the validity period)

- (g) The guarantor, under its constitution, has powers to give this guarantee and Shri (signatories) Official(s) / Manager(s) of the Bank who has / have signed this guarantee has / have powers / authority to do so.

IN WITNESS WHEREOF the Bank has caused these presents to be signed at the place and on the date, month and year first hereinabove written through its duly authorized official.

(Signed and delivered)

Details of The Bidder

**Annexure F**

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

Signature

Seal of Company

**Annexure - I**

**AFFIDAVIT ON A NON-JUDICIAL STAMP PAPER & DULY NOTARIZED**

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

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

1. That our company is not blacklisted by any Bank/ State Government / Central Government / Financial institution, etc. and have not sublet / subcontracted any work allocated to us.
2. That our company has never been convicted or have any cases pending in the court of Law against any Bank/ State Government / Central Government / Financial institution.
3. That our company has never defaulted in execution of any contract / order of Bank / State Government / Central Government / Financial institution or has no suit for recovery ever filed by any govt. organization against us for violation of terms and conditions.
4. I / we hereby declare that our Company \_\_\_\_\_ is having unblemished past record and was not declared ineligible for corrupt & fraudulent practices either indefinitely or for a particular period of time.
5. That our company has never returned back any contract/order unexecuted.
6. That no Bank/ customer of our company is dissatisfied with the Services provided by us and our services are found to be satisfactory by all the banks /customer.
7. That we shall not be sub-contracting any work under the present tender, if we are selected as the successful bidder.

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

DEPONENT

Verified at ..... on.....that the contents of Paras 1 to 7 of this affidavit are true and correct and no part of this is false and nothing material has been concealed or falsely stated therein.

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

**(Signature & Seal of Notary)**

## NON-DISCLOSURE AGREEMENT

### Annexure J

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 at State Bank Bhavan, Madame Cama Road, Nariman Point, Mumbai-21 and having one of its Local Head Offices Maharashtra Circle, at "SYNERGY", C-6, G Block, Bandra Kurla Complex, Bandra(E), Mumbai-400051 through its PBBU Department at LHO, MAHARASHTRA hereinafter referred to as "**the Bank**" which expression shall unless repugnant to the context or meaning thereof shall include its successors & assigns of the ONE PART

And

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

And Whereas

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

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

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

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

- a. "Confidential Information" means non-public information that Disclosing Party designates as being confidential or which, under the circumstances surrounding disclosure ought to be treated as confidential. "Confidential Information" includes, without limitation, information relating to installed or purchased Disclosing Party software or hardware products, the information relating to general architecture of Disclosing Party's network, information relating to nature and content of data stored within network or in any other storage media, Disclosing Party's business policies, practices, methodology, policy design delivery, and information received from others that Disclosing Party is obligated to treat as confidential. Confidential Information disclosed to Receiving Party by any Disclosing Party Subsidiary and/ or agents is covered by this agreement.

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

## **2. Restrictions**

- a. Each party shall treat as confidential the Contract and any and all information ("confidential information") obtained from the other pursuant to the Contract and shall not divulge such information to any person (except to such party's own employees and other persons and then only to those employees and persons who need to know the same) without the other party's written consent provided that this clause shall not extend to information which was rightfully in the possession of such party prior to the commencement of the negotiations leading to the Contract, which is already public knowledge or becomes so at a future date (otherwise than as a result of a breach of this clause). Receiving Party will have executed or shall execute appropriate written agreements with its employees and consultants specifically as signed and/or otherwise, sufficient to enable it to comply with all the provisions of this Agreement.
- b. Receiving Party may disclose Confidential Information in accordance with judicial or other governmental order to the intended recipients (as detailed in this clause), provided Receiving Party shall give Disclosing Party reasonable notice prior to such disclosure and shall comply with any applicable protective order or equivalent. The intended recipients for this purpose are:
  - 1. the Statutory Auditors of the Bank and
  - 2. Regulatory Authorities regulating the affairs of the Bank and inspectors and supervisory bodies thereof.
- c. The foregoing obligations as to confidentiality shall survive any termination of this Agreement.
- d. Confidential Information and Confidential Material may be disclosed, reproduced, summarized or distributed only in pursuance of Receiving Party's business relationship with Disclosing Party, and only as otherwise provided hereunder. Receiving Party agrees to segregate all such Confidential Material from the confidential material of others in order to prevent mixing.



- e. Receiving Party may not reverse engineer, decompile or disassemble any software disclosed to Receiving Party.

### 3. Rights and Remedies

- a. Receiving Party shall notify Disclosing Party immediately upon discovery of any unauthorized use or disclosure of Confidential Information and/ or Confidential Materials, or any other breach of this Agreement by Receiving Party and will cooperate with Disclosing Party in every reasonable way to help Disclosing Party regain possession of the Confidential Information and/ or Confidential Materials and prevent its further unauthorized use.
- b. Receiving Party shall return all originals, copies, reproductions and summaries of Confidential Information or Confidential Materials at Disclosing Party's request, or at Disclosing Party's option, certify destruction of the same
- c. Receiving Party acknowledges that monetary damages may not be the only and / or a sufficient remedy for unauthorized disclosure of Confidential Information and that disclosing party shall be entitled, without waiving any other rights or remedies (as listed below), to injunctive or equitable relief as may be deemed proper by a Court of competent jurisdiction.
  - 1. Suspension of access privileges
  - 2. Change of personnel assigned to the job
  - 3. Financial liability for actual, consequential or incidental damages
  - 4. Termination of contractDisclosing Party may visit Receiving Party's premises, with reasonable prior notice and during normal business hours, to review Receiving Party's compliance with the term of this Agreement.

### 4. Miscellaneous

- a) All Confidential Information and Confidential Materials are and shall remain the property of Disclosing Party. By disclosing information to Receiving Party, Disclosing Party does not grant any expressed or implied right to Receiving Party to disclose information under the Disclosing Party patents, copyrights, trademarks, or trade secret information.
- b) A document provided under this Agreement is provided with RESTRICTED RIGHTS.
- c) Neither party grants to the other party any license, by implication or otherwise, to use the Confidential Information, other than for the limited purpose of evaluating or advancing a business relationship between the parties, or any license rights whatsoever in any patent, copyright or other intellectual property rights pertaining to the Confidential Information.
- d) The terms of Confidentiality under this Agreement shall not be construed to limit either party's right to independently develop or acquire product without use of the other party's Confidential Information. Further, either party shall be free to use for any purpose the residuals resulting from access to or work with such Confidential

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

- e) This Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof. It shall not be modified except by a written agreement dated subsequently to the date of this Agreement and signed by both parties. None of the provisions of this Agreement shall be deemed to have been waived by any act or acquiescence on the part of Disclosing Party, its agents, or employees, except by an instrument in writing signed by an authorized officer of Disclosing Party. No waiver of any provision of this Agreement shall constitute a waiver of any other provision(s) or of the same provision on another occasion
- f) In case of any dispute, both the parties agree for neutral third-party arbitration. Such arbitrator will be jointly selected by the two parties and he/she may be an auditor, lawyer, consultant or any other person of trust. The said proceedings shall be conducted in English language at LHO Centre and in accordance with the provisions of Indian Arbitration and Conciliation Act 1996 or any Amendments or Re-enactments thereto.
- g) Subject to the limitations set forth in this Agreement, this Agreement will inure to the benefit of and be binding upon the parties, their successors and assigns.
- h) If any provision of this Agreement shall be held by a court of competent jurisdiction to be illegal, invalid or unenforceable, the remaining provisions shall remain in full force and effect.
- i) All obligations created by this Agreement shall survive change or termination of the parties’ business relationship.

##### 5. Suggestions and Feedback

- (a) Either party from time to time may provide suggestions, comments or other feedback to the other party with respect to Confidential Information provided originally by the other party (hereinafter “feedback”). Both 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 2022 at \_\_\_\_ (month) .....(Place)

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

Name		
Designation		
Place		
Signature		
Date		

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

Name		
Designation		
Place		
Signature		
Date		

## ANNEXURE K

### Penalty Clause

1. In case of non-adherence to the timeline penalty would be imposed as applicable:  
For each day of delay beyond the prescribed TAT of 48 hours, the Verification Agency would be charged penalty at the rate of 25% of the fees payable per day of delay per case. However, for verification of the applicants in rural/semiurban areas an **additional 24 hours** may be allowed.
2. The Vendor shall strictly comply with all Labour and such other statutory Laws in relation to the services to be provided and the personnel engaged by the Vendor and he shall be solely responsible for all acts of the said personnel so enrolled and there shall and will not be any privity of contract for any purpose and to any intent between the Bank and said personnel so engaged by the Vendor. The Bank shall neither be liable nor answerable in respect of any claims or demands in respect of any matter or on any account which may be raised by the said personnel so engaged by the Vendor and it shall be the sole responsibility and liability of the Vendor to answer all such claims or demands of the said personnel so engaged, under any law for the time being in force.
3. The Vendor should process, for the entire duration of the contact, all licenses and registrations as may be required under any law and shall be responsible to register himself and obtain a valid license under Contract Labour ( Regulation and Abolition) Act, 1970 and rules there under , if applicable. The Vendor shall comply with all rules and regulation in force under the said Act and rules. The Vendor shall comply with all applicable laws, rules and regulation relating to Provident Fund, Payment of Bonus, Minimum Wages, holiday/Sunday working charges or any other Statutory/Regulatory requirements. Any dispute regarding such dues shall and be dealt with and settled by the contractor.
4. **General Indemnity:**
  - a) Service provider agrees and hereby keeps the Bank indemnified against all claims, action, loss, damages, reputation loss, costs, expenses, charges, including legal expenses (Attorney, Advocate fees included ) which the Bank may suffer or incur on account of any deficiency in Services rendered by the Service Provider or any acts Commission/ omission on the part of employees, agents, representatives of Service Provider. Service Provider agrees to make good the loss suffered by the Bank on first demand made by the Bank in this regard which shall be final conclusive and binding on Service Provider.
  - b) Service Provider further undertakes to promptly notify the Bank in writing any breach of obligation of the agreement by its employees or representatives including confidentiality obligation and such an event, the Bank will in addition to and without prejudice to any other available remedies be entitled to immediate equitable relief in a Court of competent jurisdiction to protect its interest including injunctive relief.
  - c) The Service Provider shall be directly and vicariously liable to indemnify the Bank in case of any misuse of data/information of the Bank by the Service Provider, deliberate or otherwise.

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

**ANNEXURE L**

**PRE-BID QUERY FORMAT**

**TO BE PROVIDED STRICTLY IN EXCEL FORMAT**

VENDOR NAME	SL NO.	RFP PAGE NO.	RFP CLAUSE NO.	EXISTING CLAUSE	QUERY AND SUGGESTIONS

## Annexure-M

### BID FORM (TECHNICAL BID)

[On Company's letter head]  
(to be included in Technical Bid Envelope)

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

To:

The Deputy General Manager  
State Bank of India,  
Local Head Office, PBBU  
MAHARASHTRA Circle, "Synergy", 1st Floor,  
C-6, G Block, Bandra Kurla Complex,  
Mumbai- 400 051

Dear Sir,

*Ref: RFP No. PBBU/MAH/VA/RFP/2022-23/01 dated 12/08/2022*

We have examined the above RFP, the receipt of which is hereby duly acknowledged and subsequent pre-Bid clarifications/ modifications / revisions, if any, furnished by the Bank and we offer the service of activities required for pre-sanction verification, including but not limited to Residence verification, Business Verification, Residence Phone verification, Business Phone verification, verification of income of the proposed borrowers in his application for sanction of loan as detailed in this RFP.

2. While submitting this Bid, we certify that:

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

- + The rate quoted in the indicative *price Bids are as per the RFP* and subsequent pre-Bid clarifications/ modifications/ revisions furnished by the Bank, without any exception.
- 3. If our offer is accepted, we undertake to start operation within a period of one months, as specified in this document.
- 4. We agree to abide by all the Bid terms and conditions, contents of various Annexure of this document and the rates quoted therein for the orders awarded by the Bank up to the period prescribed in the Bid, which shall remain binding upon us.
- 5. Until a formal contract is prepared and executed, this Bid, together with your written acceptance thereof and your notification of award, shall constitute a binding Contract between us.
- 6. We undertake that in competing for (and, if the award is made to us, in executing) the above contract, we will strictly observe the laws against fraud and corruption in force in India namely "Prevention of Corruption Act 1988".
- 7. We undertake that we will not offer, directly or through intermediaries, any bribe, gift, consideration, reward, favor, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any official of the Bank, connected directly or indirectly with the bidding process, or to any person, organization or third party related to the contract in exchange for any advantage in the bidding, evaluation, contracting and implementation of the contract.
- 8. We undertake that we will not resort to canvassing with any official of the Bank, connected directly or indirectly with the bidding process to derive any undue advantage. We also understand that any violation in this regard, will result in disqualification of bidder from further bidding process.
- 9. We certify that we have not made any changes in the contents of the RFP document read with its amendments/clarifications provided by the Bank submitted by us in our Bid document.
- 10. It is further certified that the contents of our Bid are factually correct. We also accept that in the event of any information / data / particulars proving to be incorrect, the Bank will have the right to disqualify us from the Bid.
- 11. We understand that you are not bound to accept the lowest or any Bid you may receive, and you may reject all or any Bid without assigning any reason or giving any explanation whatsoever.
- 12. We hereby undertake that our name does not appear in any "Caution" list of RBI / IBA or any other regulatory body for outsourcing activity.
- 13. If our Bid is accepted, we undertake to enter into and execute at our cost, when called upon by the Bank to do so, a contract in the prescribed form and we shall be jointly and severally responsible for the due performance of the contract.



14. The name(s) of successful Bidder to whom the contract is finally awarded after the completion of bidding process shall be displayed on the website of the Bank and/or communicated to the successful Bidder(s).
15. The commercial bidding process will be finalized by the Bank based on the parameters given in the bid and Bank's decision in this regard will be final and binding on us.
16. We hereby undertake and agree to abide by all the terms and conditions stipulated by the bank in the RFP document.

Dated this ..... day of ..... 2022

*(Name) (Signature)*

*(In the capacity of)*

Duly authorized to sign Bid for and on behalf of

---

**Seal of the company.**

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

## ANNEXURE N

To,

State Bank of India,  
Deputy General Manager (PBBU)  
Local Head Office,  
Maharashtra Circle, "Synergy", 1st FLOOR, C-6,  
G Block, Bandra Kurla Complex, Mumbai-  
400051

### **REQUEST FOR PROPOSAL FOR EMPANELMENT OF VERIFICATION AGENCIES AT VARIOUS ADMINISTRATIVE OFFICES UNDER LHO MAHARASHTRA CIRCLE**

**RFP Ref:** RFP No. PBBU/MAH/VA/RFP/2022-23/01 dated 12/08/2022

We enclose Earnest Money Deposit (EMD) in the form of a Demand Draft / Banker's Cheque/ Pay Order No..... issued by the Branch of the ..... Bank, for the sum of Rs.

15000/- (Rupees Fifteen Thousand only) drawn in favour of State Bank of India payable at Mumbai. We also understand and agree that no interest will be paid on EMD amount at the time of refunding the same. This EMD will be treated as per terms and conditions set out in this RFP.

Thanking you,

Yours faithfully

(Authorized Signatory)

Name

Company Seal Date

Business address

**ANNEXURE O**

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

(On the letterhead of the Bidder/Agency)

TO WHOMSOEVER IT MAY CONCERN

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

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

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

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

(Seal of the Agency)

**GLOSSARY****ANNEXURE H**

BG	Bank Guarantee
LHO	Local Head Office
EMD	Earnest Money Deposit
EOI	Expression Of Interest
IPR	Intellectual Property Right
KYC	Know Your Customer
RACPC/RASMEC/RACC	Retail asset central processing Centre/Retail Asset & Small and Medium Enterprises City Credit Centre/Retail Asset Credit Centre
PBG	Performance Bank Guarantee
POA	Proof of Address
POI	Proof of Identity
PSB	Public sector Bank
PSU	Public Sector Undertaking
RFP	Request For Proposal
SBI	State Bank of India
SLA	Service Level Agreement
TDS	Tax Deducted at Source
SCB	Schedule Commercial Bank
TEC	Tender Evaluation Committee.

Stamp duty, as applicable in State of duty be paid in consultation with Law Officer at  
AO.....Rs.600/- (Rs.100+ Rs.500/-)

### AGREEMENT

This agreement for \_\_\_\_\_ (hereinafter ‘**the Agreement**’)  
made on \_\_\_\_\_ day of \_\_\_\_\_.

Between

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

And

\_\_\_\_\_, incorporated under \_\_\_\_\_ Act having its registered office at \_\_\_\_\_ and principal place of business at \_\_\_\_\_ hereinafter referred to as “**Service Provider**” which expression shall unless repugnant to the context or meaning thereof shall include its successor, executor & permitted assigns of the Second Part.

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

The Bank is desirous of availing services for:

- i. Conducting Residence Address Verification by actually visiting the applicant’s residence, followed by back-check over phone.
- ii. Conducting Business Address Verification by actually visiting the applicant’s place of business/office, followed by back-check over phone.
- iii. Conducting Business Phone Verification by making a phone call to the applicant’s place of business/office.
- iv. Conducting Residence Phone Verification by making phone call to the applicant’s residence. X. Conducting verification of income such as salary slip, Form 16, IT returns, etc.

The Service Provider has agreed to provide the services as may be required by the Bank 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 **Capitalized Terms:** The following capitalized terms, unless the context otherwise requires, shall have the meaning set forth below for all purposes of this Agreement:
- 1.1.1 **“Agreement”** means this agreement including all its Annexure, Schedules, Appendix and all amendments therein agreed by the Parties in writing.
  - 1.1.2 **“Annexure(s)”** means the annexure(s) to this Agreement.
  - 1.1.3 **“Application”** shall mean an application made by the proposed borrower for sanction of a loan.
  - 1.1.4 **“Application form”** shall mean an application form filled by the proposed borrower for sanction of a loan submitted to SBI for processing.
  - 1.1.5 **“Clause”** shall mean a clause of this Agreement.
  - 1.1.6 **“Party”** SBI or the Service Provider and “Parties” shall mean both of them together.
  - 1.1.7 **“Proposed borrower”** shall mean the applicant for the loan who is being considered for sanction of the loan by SBI on the basis of his application.
  - 1.1.8 **“Verification”** means all/any activity carried on by the Service Provider of verifying the details of the applicant given in the application form for sanction of loan.
  - 1.1.9 **“Service”** means services to be provided as per the requirements specified in the Agreement and any other incidental services and other obligations of the Service Provider covered under the Agreement.
  - 1.1.10 **“Verification Service”** includes all activities required for verifications, including but not limited to Residence verification. Business verification, Residence Phone verification, Business Phone verification of the proposed borrower for the purpose of verifying the details furnished by the proposed borrower in his application for sanction of loan, provide assistance in taking decision with regard to sanction of loan on the basis of report submitted by the service provider and such other/ further consequential activities to give full effect and meaning to the ambit of the services to be provided which, inter alia, shall also include such direction(s) which SBI may give from time to time over and above the scope of work defined in this 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, Annexures and Appendices to this Agreement shall form part of this Agreement.
  - 1.2.6 A reference to any documents or agreements (and, where applicable, any of their respective provisions) means those documents or agreements as amended,

supplemented or replaced from time to time provided they are amended, supplemented or replaced in the manner envisaged in the relevant documents or agreements.

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

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

## **2 COMMENCEMENT & TERM**

2.1 This Agreement shall deem to have commenced from \_\_\_\_\_ (**Effective Date**).

2.2 This Agreement shall be in force for a period of **3** year or any renewal period, as advised by the Bank, unless terminated by the Bank by notice in writing in accordance with the termination clauses of this Agreement.

2.3 The Bank shall have the right at its discretion to renew this Agreement in writing, for a further term of **one** year on the same terms and conditions. If the agreement is renewed for further period, the fees, taxes, duties, and payment as mentioned in clause 13 below would remain unchanged for the renewed period.

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.

2.5 If the agreement is renewed for further period, the service provider would have to furnish fresh Bank Guarantee for the renewed period.

## **3 SCOPE OF SERVICES:**

3.1 The scope and nature of the work which the Service Provider has to provide to the Bank (Services) is as follows:

3.1.1 Conducting Residence Address Verification by actually visiting the applicant's residence, followed by back-check over phone.

3.1.2 Conducting Business Address Verification by actually visiting the applicant's place of business/office, followed by back-check over phone.

3.1.3 Conducting Business Phone Verification by making a phone call to the applicant's place of business/office.

3.1.4 Conducting Residence Phone Verification by making phone call to the applicant's residence.

3.1.5 Conducting verification of income such as salary slip, Form 16, IT returns, etc.

3.2 Service provider shall conduct the whole of the above activities within **48 hours** from the time of receipt of the case from SBI and submit duly signed report on the above to SBI as per the formats attached as **Annexure – 1** of this agreement. For income verification of borrowers in rural/semiurban areas, an additional 24 hours will be provided. Service provider understands that SBI shall be fully relying on the verification report and its findings before arriving at the decision for sanctioning/non-sanctioning loan to a particular applicant on verification aspects of prospective borrower. Service Provider specifically agrees and undertakes to always submit true

and correct particulars on the field verified. The said time period and the format can be changed and modified by SBI at any time and Service Provider agrees to comply and use the same.

- 3.3 The Bank reserves its right to entrust any one or more of the activities set out in Para 3.1.1 to 3.1.5 to the Service Provider depending on its requirements, at its sole discretion.

#### **4.REPRESENTATIONS AND WARRANTIES**

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

- 4.1.1 It has all requisite corporate power and authority to execute, deliver and perform its obligations under this Agreement and has been fully authorized through applicable corporate process to do so.
- 4.1.2 The person(s) signing this agreement on behalf of the Parties have the necessary authority and approval for execution of this document and to bind his/their respective organization for due performance as set out in this Agreement. It has all necessary statutory and regulatory permissions, approvals and permits for the running and operation of its business.
- 4.1.3 It has full right, title and interest in and to all software, copyrights, trade names, trademarks, service marks, logos symbols and other proprietary marks (collectively 'IPR') (including appropriate limited right of use of those owned by any of its vendors, affiliates or subcontractors) which it provides to the other Party, for use related to the services to be provided under this Agreement, and that any IPR provided by a Party does not infringe the IPR status of any third party.
- 4.1.4 It will provide such cooperation as the other Party reasonably requests in order to give full effect to the provisions of this Agreement.
- 4.1.5 The execution and performance of this Agreement by either of the Parties does not and shall not violate any provision of any of the existing Agreement with any of the party and any other third party.

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

- 4.2.1 The Service Provider shall perform the Services and carry out its obligations under the Agreement with due diligence, efficiency and economy, in accordance with generally accepted techniques and practices used in the industry and with professional standards recognized by international professional bodies and shall observe sound management practices. It shall employ appropriate advanced technology and safe and effective equipment, machinery, material and methods.
- 4.2.2 The Service Provider has the requisite technical and other competence, sufficient, suitable, qualified and experienced manpower/personnel and expertise in providing the Services to the Bank.
- 4.2.3 The Service Provider shall duly intimate to the Bank immediately, the changes, if any in the constitution of the Service Provider.
- 4.2.4 The services and products provided by the Service Provider to the Bank do not violate or infringe any patent, copyright, trademarks, trade secrets or other intellectual property rights of any third party.
- 4.2.5 The Service provider shall ensure that all persons, employees, workers and other individuals engaged by or sub-contracted by the Service Provider in rendering the



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

- 4.2.6 To ensure correctness and authenticity of the report, Service Provider also agrees and undertakes to conduct back checks for all the verification conducted by its Field Verifiers to verify the authenticity of report (conducted by Field Verifiers)/ behaviors of field verifier by making a phone call at proposed applicant's residence/business or otherwise.
- 4.2.7 Service Provider should also ensure strict compliance of the Code of Conduct provided by SBI from time to time. A copy of the current Code of Conduct and declaration to be provided by verification agent is attached herewith and marked as **Annexure – 2** of this agreement. The said Code of Conduct can be changed and modified by SBI at any time and Service Provider agrees to comply with the same.
- 4.2.8 Service Provider also agrees to provide regular training to all its new field verifiers on how to conduct verification services, at its own cost and agree to issue its own identity cards to its Field verifiers, which each field verifier has to carry while performing verification. SBI shall approve format of the ID Card, placed as **Annexure – 3** of this agreement.
- 4.2.9 Service Provider shall submit daily MIS containing number of cases received, no of cases submitted to SBI, and no of cases pending with them.
- 4.2.10 In the event, the Service Provider is unable to conduct Field verifiers of the proposed borrower on the basis of the information as specified in the Communication in full or at all, the Service Provider shall continuously follow-up and shall use it best efforts to correctly verify the details submitted by the proposed applicant in the application form. The Service Provider agrees and undertakes to at least make minimum of 2 attempts in two different days and time before a case (Application form) is returned by Service Provider to SBI.
- 4.2.11 In the event, the Service Provider is unable to conduct Telephone verification of the proposed applicant on the basis of the application as specified in the Communication in full or at all, the Service Provider shall continuously follow-up applicant in the application form. The service Provider agrees and undertakes to at least make minimum of 5 attempts in different days and time before a case (Application form) is returned by Service Provider to SBI.
- 4.2.12 The territory/ centers in which the Service Provider shall render its services will be as per **Annexure – 4** of this agreement.

## **5 RESPONSIBILITIES OF THE SERVICE PROVIDER**

While providing Verification Services under this Agreement the Service Provider agrees and undertakes that:

- 5.1 It shall verify the correctness of the information given by the proposed borrower/applicant in the application form, as per the directions and details given by the SBI.
- 5.2 It shall identify itself as a representative of SBI and shall not use any false, deceptive or misleading representation while providing verification services or conducting verification under the Agreement and shall not make any false statements and/or claims. Service Provider ensures that each and every verifier should always carry the identity Card issued by the Service Provider.
- 5.3 It will not falsely state personal details or imply that the proposed borrower has committed a crime in order to disgrace and/or humiliate the proposed borrower.
- 5.4 It shall perform Verification Services, through itself, its employees/ agents in a lawful manner and shall not use unfair, illegal or criminal means and shall not engage in any conduct or practice which harasses, oppresses or abuses the borrower or any person in connection with Verification Services.
- 5.5 It shall not collect or attempt to collect any information/documents that it is not authorized to collect under the direction of the SBI or applicable law.
- 5.6 It shall not use violent or any criminal means to harm the physical person, reputation or property of the proposed borrower or any person.
- 5.7 To be courteous, polite to the proposed borrower and shall under no circumstances use obscene, profane or abusive language or hold out any threats and always comply with the Code of Conduct issued by SBI.
- 5.8 It shall not use the name of any other company or organization other than its own name or SBI's name.
- 5.9 To hold all information/documents as a trustee for and on behalf of SBI.
- 5.10 That it acknowledges that the information/documents procured from the proposed borrower shall always remain the property of SBI and shall have no right or lien over the same and/or over any documents, papers that may come in its possession. The Service Provider further undertakes to remit all/any information within 24 hours, to SBI in the form of Electronic Data and Report in case of misuse or non-remittance or wrong report. Service Provider agrees that it shall be liable both for civil and criminal action if the particulars/information/data provided by it is incorrect or partly correct.
- 5.11 To allow SBI or its representatives reasonable opportunity to inspect its premises, during business hours for verification of the quality of the service, infrastructure, accounting, information keeping processes, stationery and other product or terms available and being used in connection with services rendered by him. The inspection shall not be construed as the statutory internal audit of the Service Provider as may be required under any law. Further, it shall also allow SBI to make such random checks of its facilities, records, operations and procedures relating to this Agreement, as SBI considers necessary and appropriate.
- 5.12 To comply with all applicable laws, rules, regulations and directions issued by administrative or statutory agencies regulating or relating to the conduct of its business.

- 5.13 To disclose to SBI all information in his possession regarding proposed borrower and submit true and correct report to SBI in the format as informed by SBI.
- 5.14 To notify SBI in writing of any change in the ownership, management, senior officers, etc. within three business days of such change.
- 5.15 To take reasonable steps and formulate a plan to the satisfaction of SBI which shall, inter alia, include the backup systems/sites to preserve and store all the data and documents in its possession in safe custody.
- 5.16 The Service Provider undertakes to keep and store all true photocopies of all Verification reports, submitted to SBI, in safe custody for an initial period of 6 months. SBI reserves its right to demand a copy of any report from the Service Provider at any point of time, for which the Service Provider agrees to provide the same within 24 hours from the date of such request.
- 5.17 The Service Provider undertakes to give in pen drive /CD/email all the verification reports to the Bank within one month of completion of verification.
- 5.18 To obtain requisite insurance policies at its own cost and expense, against any loss of data, information and/or in cases of loss on account of fraud, fire, fidelity negligence by its employees, agents, etc. and furnish a true copy of the same to the SBI. The insurance policies shall be in the names of SBI and the Service Provider. However, SBI shall have the first claim on such proceeds.
- 5.19 To maintain highest degree of probity, discretion and business competence in its dealings
- 5.20 To pay all Central, State and local taxes, if applicable, and agrees and acknowledges that SBI shall not be liable for payment of the same and nothing shall prevent SBI from deducting tax at source as required under law or regulation.
- 5.21 That all information provided to SBI in connection with the due diligence exercise carried out by SBI upon the Service Provider is true and correct to the best of its knowledge and belief.
- 5.22 To follow at all stages, proper accounting, reporting and control procedure, including keeping all financial and non-financial records accurate, up to date and complete.
- 5.23 In case SBI decides to initiate any legal action against the borrower (proposed applicant) at any stage, for any reason whatsoever, Service Provider shall always be duty bound to extend its full cooperation to SBI in recovery including but not limited to appearing before any court or authority, giving evidence, submission of all original records, etc. as and when required by SBI throughout the pendency of the said matter before any court or authority.
- 5.24 Bank has got right to conduct audits on the Service Provider whether by its internal or external auditors or by agents appointed to act on its behalf and to obtain copies of any audit or review reports and findings made on the Service Provider in confirmation with the services performed for the Bank.
- 5.25 Reserve Bank of India or persons authorized by it are authorized to access the Bank's documents, records of transactions and other necessary information given to store or process by the service provider within a reasonable time. In case these are not made accessible to RBI within a reasonable time, the Bank would be liable to pay supervisory fee to RBI, which will have to be compensated by service provider.
- 5.26 Reserve Bank of India has got a right to cause an inspection to be made of a Service Provider of a Bank and its books and account by one or more of its officers or employees or other persons.

5.27 The Service Provider is fully aware and conscious that based on the representation, undertakings, warranties and declarations made herein. SBI has agreed to enter into this Agreement with the Service Provider.

## **6 CONFIDENTIALITY**

6.1 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.

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

6.2.1 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.

6.2.2 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

6.2.3 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.

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

6.2.5 In the event that a Party becomes legally compelled pursuant to any statutory or regulatory provision, court or arbitral decision, governmental order, or stock exchange requirements to disclose any of the Confidential Information, the compelled Party, as far as possible will provide the other Party with prompt written notice. In any case, the compelled Party will furnish only that portion of the Confidential Information which is legally required and will exercise all reasonable efforts to obtain reliable assurance that confidential treatment will be accorded to the Confidential Information.

- 6.2.6 In the event of termination or expiry of this Agreement, each Party shall either (i) promptly destroy all copies of the written (including information in electronic form) Confidential Information in its possession or that of its representatives; or (ii) promptly deliver to the other Party at its own expense all copies of the written Confidential Information in its possession or that of its representatives, provided, however, that (i) no notes, memoranda, analyses, studies or other documents prepared by it or its advisers in connection with the Services shall be returned or destroyed, but they shall be disposed in accordance with any specific directions in this Agreement or held and kept confidential, and that (ii) each Party shall be permitted to retain one copy of the Confidential Information for the purposes of dispute resolution, compliance with regulatory agency or authority and internal compliance procedures, provided such copies being held and kept confidential.
- 6.2.7 By furnishing the Confidential Information, no Party makes an express or implied representation or warranty as to the accuracy or completeness of the Confidential Information that it has disclosed and each Party expressly disclaims any liability that may be based on the Confidential Information, errors therein or omissions there from, save in the case of fraud or willful default.
- 6.3 The Service Provider shall not, without the Bank's prior written consent, disclose the Agreement, or any provision thereof, or any specification, plan, drawing, pattern, sample or information furnished by or on behalf of the Bank in connection therewith, to any person other than a person employed by the Service Provider in the Performance of the Contract. Disclosure to any such employed person shall be made in confidence and shall extend only so far, as may be necessary to purposes of such performance.
- 6.4 The Service Provider shall not, without the Bank's prior written consent, make use of any document or information received from the Bank except for purposes of performing the services and obligations under this Agreement.
- 6.5 Any document received from the Bank shall remain the property of the Bank and shall be returned (in all copies) to the Bank on completion of the Service Provider's performance under the Agreement.
- 6.6 The obligations set out in this Article shall continue even after the termination/ expiry of this Agreement. Confidentiality obligations of the Service Provider in respect of any customer data/ details of the Bank shall be absolute, unconditional and without any time limit, irrespective of the expiry/ termination of the Agreement.
- 6.7 Service Provider agrees to indemnify and hereby keeps the Bank indemnified against all actions, claims, loss, damages, Costs, Charges, expenses (including Attorney / Advocate fees and legal expenses) which the Bank may suffer or incur on account of breach of confidentiality obligations as per this Agreement by Service Provider or its employees, agents, representatives, SubContractors. Service Provider further agrees to make good the loss suffered by the Bank upon first demand by the Bank which shall be final, conclusive and binding on Service Provider.

## **7 RELATIONSHIP BETWEEN THE PARTIES.**

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

- 7.2 Neither the Service Provider nor its employees, agents, representatives, Sub-Contractors shall hold out or represent as agents of the Bank.
- 7.3 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.
- 7.4 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.
- 7.5 All the obligations towards the employees of a Party including that on account of personal accidents occurred while working in the premises of the other Party shall be with the respective employer and not on the Party in whose premises the accident occurred.

## **8 SUB-CONTRACTING**

- 8.1 No sub-contracting of any part of the Services by the Service Provider shall be allowed other than those specifically mentioned in this Agreement or agreed by the Bank in writing.
- 8.2 The Service Provider agrees to obtain prior approval/consent of the Bank of the use of subcontractors by the Service Provider for any part of the Services.
- 8.3 Before engaging Sub-Contractor, the Service Provider shall carry out due diligence process on sub-contracting/ sub-contractor to the satisfaction of the Bank and Bank should have access to such records.
- 8.4 In the event of sub-contracting the Service Provider shall ensure that suitable documents including confidentiality agreement are obtained from the sub-contractor and the Service Provider shall ensure that the secrecy and faith of Bank's data / processes is maintained.
- 8.5 Notwithstanding approval of the Bank for sub-contracting, the Service Provider shall remain liable to the Bank for all acts/omissions of sub-contractors.
- 8.6 In respect of that part of the services where chain outsourcing and sub-contractors are permitted by the Bank, the sub-contractor should have same level of obligations as that of the Service Provider and the Service Provider agrees to obtain suitable documents in this regard from the sub-contractor.

## **9 PERFORMANCE GUARANTEE & PENALTY**

- 9.1 The Service Provider has to furnish a performance guarantee **for an amount equivalent to be calculated as 10% of the contract value, whereas** contract value represents: {Accepted rate for the verification job \* Estimated number of pre-sanction surveys to be conducted by verification agencies in the Circle/Centre/Module for P-Segment loans } from a Scheduled Commercial Bank other than State Bank of India in a format provided/ approved by the Bank. The format for obtaining Bank Guarantee is placed as **Annexure – 5**.
- 9.2 Performance of the obligations under the Agreement shall be made by the Service Provider in accordance with the prescribed time schedule of **48 hours** from the time of receipt of communication from the Bank. However for income verification of the applicants in rural/semiurban areas an additional 24 hours may be allowed.
- 9.3 Any unexcused delay by the Service Provider in the performance of its Contract obligations shall render the Service Provider liable to Termination of the Contract for default.

- 9.4 If at any time during performance of the Contract, the Service Provider should encounter unexpected conditions impeding timely completion of the Services under the Agreement and performance of the services, the Service Provider shall promptly notify the Bank in writing of the fact of the delay, its likely duration and its cause(s). As soon as practicable, after receipt of the Service Provider's notice, the Bank shall evaluate the situation and may at its discretion extend the Service Provider's time for performance, in which case the extension shall be ratified by the Parties by amendment of the Agreement.
- 9.5 The Service Provider shall be liable to pay penalty at the rate mentioned below in respect of any delay beyond the permitted period in providing the Services.
- 9.5.1 The rate of penalty is **25% of the fees payable per case for per day delay beyond the prescribed Turn Around Time (TAT) of 48 hours**. However for income verification of the applicants in rural/semiurban areas an **additional 24 hours** may be allowed. The Penalty amount will be recovered from the outstanding payments to the Service Provider for the month. The above mode for recovering the penalty amount shall be without prejudice to the Bank's right to take any other legal recourse for the recovery.

## **10 FORCE MAJEURE**

- 10.1 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.
- 10.2 For the purposes of this clause, 'Force Majeure' means and includes wars, insurrections, revolution, civil disturbance, riots, terrorist acts, public strikes, hartal, bundh, fires, floods, epidemic, quarantine restrictions, freight embargoes, declared general strikes in relevant industries, Vis Major Act of Government, impeding reasonable performance of the Contractor and / or Sub-Contractor but does not include any foreseeable events, commercial considerations or those involving fault or negligence on the part of the party claiming Force Majeure.
- 10.3 If a Force Majeure situation arises, the Service Provider shall promptly notify the Bank in writing of such conditions, the cause thereof and the likely duration of the delay. Unless otherwise directed by the Bank in writing, the Service Provider shall continue to perform its obligations under the Agreement as far as reasonably practical and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.
- 10.4 If the event of Force Majeure continues for a period more than 30 days, the Bank shall be entitled to terminate this Agreement at any time thereafter. Neither party shall have any penal liability to the other in respect of the termination of this Contract as a result of an Event of Force Majeure. However, Service Provider shall be entitled to receive payments for all services actually rendered up to the date of the termination of this Agreement.

## **11 COMPLIANCE WITH LAWS.**

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

- 11.2 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.
- 11.3 Service Provider shall be solely liable & responsible for compliance of applicable Labour Laws in respect of its employees, agents, representatives and sub-Contractors and in particular Laws relating to terminal benefits such as Pension, Gratuity, Provident Fund, Bonus or other benefits to which they may be entitled and the Laws relating to Contract Labour, Minimum Wages, etc., and the Bank shall have no liability in these regards. Further, the Service Provider would indemnify/make good for the losses to the Bank for non-compliance or any claims against the Bank arising out of any non-compliance as above.
- 11.4 Service Provider confirms that it has full authority to enter into this Agreement and render the Services as envisaged under this Agreement and all Corporate or other necessary approvals have been obtained for entering into this Agreement with the Bank. Further, the persons executing this Agreement on behalf of the Service Provider have full authority and power to execute this Agreement and bind Service Provider.

## **12 RIGHT TO AUDIT**

- 12.1 It is agreed by and between the Parties that the Bank shall have the right to audit the Equipment and Services anytime during the term of this Agreement. All costs for such audit shall be borne by the Bank.
- 12.2 The bank shall have the right to conduct audits on the Service Provider whether by its internal or external auditors, or by agents appointed to act on its behalf and to obtain copies of any audit or review reports and findings made on the service provider in conjunction with the services performed for the Bank.
- 12.3 It is agreed that the Bank shall have the access to all books, records and information relevant to the Services available with the Service Provider.
- 12.4 The Parties agree that the Bank shall have the right, but without any obligation to monitor and assess the Services to enable the Bank to take necessary corrective measures, provided any such monitoring shall not amount to supervision of any of the jobs of the Service Provider or the employees of the Service Provider.
- 12.5 The Bank should have right to conduct surprise check of the Service Provider's activities in respect of the Services.
- 12.6 The Service Provider agrees that the Bank shall have the right to disclose the details of this Agreement and the details of Services covered herein to the Reserve Bank of India and Indian Banks Association.
- 12.7 The service provider agrees to allow the Reserve Bank of India or persons authorized by it to access the documents, records of transactions, and other necessary information stored or processed by the service provider in respect of this Agreement or the Services.
- 12.8 The Service Provider agrees to preserve the documents and data in respect of the Services for such period in accordance with the legal/regulatory obligation of the Bank in this regard.
- 12.9 The Service Provider agrees that the Complaints/feedback, if any received from the customers of the Bank in respect of the Services by Service Providers shall be recorded and Bank/Reserve Bank of India shall have access to such records and redressal of customer complaints by the Service Provider.



### **13 FEES, TAXES DUTIES & PAYMENTS**

- 13.1 Service Provider shall be paid fees and charges, inclusive of GST in the manner detailed in hereunder written subject to deduction of income tax thereon wherever required under the provisions of the Income Tax Act by the Bank.
- 13.1.1 **Residence Field Verification cost – Rs.           per case**
- 13.1.2 **Business Field Verification cost – Rs.           per case**
- 13.1.3 **Residence Telephone Verification Cost – Rs.           per case**
- 13.1.4 **Business Telephone Verification cost – Rs.           per case**
- 13.1.5 **Verification of Income** Documents such as Salary Statement, Form-16, IT return etc. –           Rs.           per case
- 13.2 All other taxes including GST, duties and other charges which may levied shall be borne by the Service Provider and the Bank shall not be liable for the same.
- 13.3 All expenses, stamp duty and other charges/ expenses in connection with execution of this Agreement shall be borne by Service Provider.
- 13.4 Monthly bills will be raised for the services/work done in the previous month as per the schedule above.
- 13.5 The payment will be made by Banker's Cheque / Demand Draft / NEFT or through online payment.
- 13.6 The Service Provider agrees to attach relevant documents if specifically required by SBI. In case SBI requires any particular document and the Service Provider fails to give/forward such document or documents then SBI will not consider the same for payments unless the specified documents are attached with Bill.
- 13.7 The company agrees and undertakes to submit copies of all the documents evidencing payment of all statutory dues and payments.

### **14 GENERAL INDEMNITY**

- 14.1 Service Provider agrees and hereby keeps the Bank indemnified against all claims, actions, loss, damages, reputation loss, costs, expenses, charges, including legal expenses (Attorney, Advocates fees included) which the Bank may suffer or incur on account of any deficiency in Services rendered by Service Provider or any acts of Commission / omission on the part of employees, agents, representatives or Sub-Contractors of Service Provider. Service Provider agrees to make good the loss suffered by the Bank on first demand made by the Bank in this regard which shall be final conclusive and binding on Service Provider.
- 14.2 Service Provider further undertakes to promptly notify the bank in writing any breach of obligation of the agreement by its employees or representatives including confidentiality obligation and in such an event, the Bank will in addition to and without prejudice to any other available remedies be entitled to immediate equitable relief in a Court of competent jurisdiction to protect its interest including injunctive relief.
- 14.3 The Service Provider shall be directly and vicariously liable to indemnify the Bank in case of any misuse of data/information of the Bank by the Service Provider and /or its employee or its subcontractor, deliberate or otherwise.
- 14.4 The Service Provider shall indemnify and keep fully and effectively indemnified the Bank against all costs, claims, damages, demands, expenses and liabilities of whatsoever nature arising out of or in connection with all claims of infringement of

trade mark, patent, copyright, industrial design or any other intellectual property rights of any third party arising from the Services or use of software or any other product under this Agreement, subject to the following condition(s):

14.4.1 The Bank shall promptly notify the Service Provider in writing of any allegations of infringement of which it has notice;

14.4.2 The Bank shall not make any admission of claims causing prejudice to the defense of the Service Provider against such claims without the Service Provider's prior written consent;

## **15 TERMINATION**

15.1 The Bank may, without prejudice to any other remedy for breach of contract, written notice of not less than thirty days sent to the Service Provider, terminate the Agreement in whole or in part:

- (a) if the 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;
- (b) if the Service Provider fails to perform any other obligation(s) under the Agreement;
- (c) for any reasons which the Bank, at its sole discretion consider a fit and proper ground for termination of the Agreement;
- (d) on the happening of any termination event mentioned herein above in this Agreement;
- (e) for convenience; or
- (f) in the interest of the Bank.

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

15.2.1 If any Receiver/Liquidator is appointed in connection with the business of the 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.

15.2.2 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.

15.2.3 If Service Provider, in reasonable opinion of the Bank is unable to pay its debts or discharge its liabilities in normal course of business.

15.2.4 If Service Provider is unable to render the services up to the mark as envisaged under this agreement upon a reasonable assessment of the circumstances by the Bank which affect rendering of the services by Service Provider as envisaged under this agreement.

15.2.5 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 customers.

15.2.6 If Service Provider is owned/ controlled wholly/ partly by any other bank operating in India

15.2.7 If any officer/ employee/ director of Service Provider or their relatives as defined in section 6 of the Companies Act, 1956 becomes a director of the Bank.

- 15.3 In the event of the termination of the Agreement, Service Provider shall be liable and responsible to return to the Bank all records, documents, data and information including Confidential Information pertains to or relating to the Bank in its possession.
- 15.4 In the event of termination of the Agreement for any reason, Bank shall have the right to give suitable publicity to the same including advising the Indian Bank's Association for blacklisting.
- 15.5 In the event of termination of the Agreement or on the expiry of the term/ renewed term of this Agreement, the Service Provider shall render all reasonable assistance and help to the Bank and any new contractor engaged by the Bank for the smooth switch over and continuity of the Services or if so required by the Bank take all necessary steps to bring the Services to a close in a prompt and orderly manner.
- 15.6 Upon termination or expiration of this Agreement, all rights and obligations of the Parties hereunder shall cease, except:
- (a) such rights and obligations as may have accrued on the date of termination or expiration.
  - (b) the obligation of confidentiality; and
  - (c) any right which a Party may have under the Application Law.
- 15.7 In the event of continuation of the contract even after the expiration of the agreement then Service Provider agree and undertakes that the terms of the agreement, under which the contract is continued would be binding on them.

## **16. CONTINGENCY PLANS & CONTINUITY ARRANGEMENTS**

- 16.1 The Service Provider shall arrange and ensure proper contingency plans to meet any unexpected obstruction to the Service Provider or any employees or sub-contractors of the Service Provider in rendering the Services or any part of the same under this Agreement to the Bank.
- 16.2 The Service Provider agrees for the following continuity arrangements to ensure the business continuity of the Bank.
- 16.2.1 In the event of this Agreement comes to end on account of termination or by the expiry of the term/ renewed term of the Agreement or otherwise, the Service Provider shall render all reasonable assistance and help to the Bank and to any new contractor engaged by the Bank, for the smooth switch over and continuity of the Services.
- 16.2.2 In the event of failure of the Service Provider to render the Service, without prejudice to any other right the Bank shall have as per this Agreement, the Bank at its sole discretion may make alternative arrangements for getting the Services from any other source. And if the Bank gives a prior notice to the Service Provider before availing such service from any other alternative source, the Service Provider shall liable to reimburse the expenses, if any incurred by the Bank in availing such services from the alternative source.

## **17 ARBITRATION**

- 17.1 Any and all disputes, controversies and conflicts ("Disputes") arising out of this Agreement or in connection with this Agreement or the performance or non-performance of the rights and obligations set forth herein, or the breach, termination, invalidity or interpretation thereof shall be referred for arbitration in terms of the Arbitration and Conciliation Act, 1996 (Arbitration Act) or any amendments thereof.

Prior to submitting the Disputes to arbitration, the parties shall make all endeavours to settle the dispute/s through mutual negotiation and discussions. In the event that the said dispute/s are not settled within 30 days of the arising thereof as evidenced through the first written communication sent by Registered Post from any party notifying the other regarding the disputes, the same shall finally be settled and determined by arbitration as above.

- 17.2 The place of arbitration shall be at Mumbai and the language used in the arbitral proceedings shall be English. Arbitration shall be conducted by a mutually appointed sole arbitrator. If the Parties are unable to agree upon a sole Arbitrator, each Party shall appoint one arbitrator and the two arbitrators so appointed by the Parties shall appoint the third arbitrator, who shall be the Chairman of the Arbitral Tribunal.
- 17.3 The arbitral award shall be in writing and subject to the provisions of the Arbitration and Conciliation Act, 1996 Act, as amended up to date shall be enforceable in any court of competent jurisdiction.
- 17.4 Pending the submission to arbitration and thereafter, till the Arbitrator or the Arbitral Tribunal renders the award or decision, the Parties shall, except in the event of termination of this Agreement or in the event of any interim order/award is granted under the afore stated Act, continue to perform their obligations under this Agreement.

## **18 GOVERNING LAW & JURISDICTION**

- 18.1 The Agreement shall be governed and construed in accordance with the Laws of Republic of India.
- 18.2 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.

## **19. ENTIRE AGREEMENT**

- 19.1 This Agreement constitutes the entire agreement between the Parties with respect to the subject matter hereof and supersedes all prior written agreements, undertakings, understandings and negotiations, both written and oral, between the Parties with respect to the subject matter of the Agreement, except which are expressly annexed or attached to this Agreement and saved by this Agreement. No representation, inducement, promise, understanding, condition or warranty not set forth herein has been made or relied upon by any Party hereto.
- 19.2 This Agreement comprises this Agreement and the following Annexure which shall be integral part of this Agreement, and the Parties shall be bound by the terms and conditions contained therein:
- 19.2.1 Annexure – 1: Formats to be used for conducting the verification Job.
- 19.2.2 Annexure – 2: Verifier Code of Conduct and declaration by Agent.
- 19.2.3 Annexure – 3: Format of the ID Card to be used by the verifier.
- 19.2.4 Annexure – 4: List of Territories/Centers where the Service Provider shall render its services.
- 19.2.5 Annexure – 5: Format for obtaining Bank Guarantee.

**20 SEVERABILITY**

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

**21 NOTICES**

21.1 Any notice, invoice, approval, advice, report or any other communication required to be given under this Agreement shall be in writing and may be given by delivering the same by hand or sending the same by prepaid registered mail, telegram or facsimile to the relevant address set forth below or such other address as each Party may notify in writing to the other Party from time to time. Any such notice given as aforesaid shall be deemed to be served or received at the time upon delivery (if delivered by hand) or upon actual receipt (if given by telegram or facsimile) or seven (7) clear days after posting (if sent by post).

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

21.3 Address for communication to the Parties are as under:

21.3.1 To the Bank

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

21.3.2 To Service Provider

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

**22. MISCELLANEOUS**

22.1 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.

22.2 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.

22.3 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.

- 22.4 The Service Provider shall execute and deliver such additional documents and perform such additional actions, as may be necessary, appropriate or reasonably requested to carry out or evidence the transactions contemplated hereby.
  - 22.5 In case of any change in applicable laws that has an effect on the terms of this Agreement, the Parties agree that the Agreement may be reviewed, and if deemed necessary by the Parties, make necessary amendments to the Agreement by mutual agreement in good faith.
  - 22.6 If this Agreement is signed in counterparts, each counterpart shall be deemed to be an original.
  - 22.7 The Service Provider shall not assign or transfer all or any of its rights, benefits or obligations under this Agreement without the approval of the Bank. The Bank may, at any time, assign or transfer all or any of its rights, benefits and obligations under this Agreement.
  - 22.8 All plans, drawings, specifications, designs, reports and other documents prepared by the Service Provider in the execution of the Agreement shall become and remain the property of the Bank, and before termination or expiration of this Agreement the Service Provider shall deliver all such documents, prepared under this Agreement along with a detailed inventory thereof, to the Bank.
  - 22.9 The Service Provider agrees that they shall not use the logo, trademark, copy rights or other proprietary rights of the Bank in any advertisement or publicity materials or any other written communication with any other party, without the prior written consent of the Bank.
  - 22.10 The Service Provider agrees to bear all expenses including Stamp Duty for the execution of this agreement.
- 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:**  
**Name:**  
**Designation:**  
**Date:**

**By:**  
**Name:**  
**Designation:**  
**Date:**

WITNESS:

1

1

2

2

1  
Annexure G

If the applicant is not giving information, the following information needs to be obtained from the Colleague/Guard/ Neighbour

Applicant Age (Approx)	<input type="text"/>	Name of Employer/Co.	<input type="text"/>
Co/ Established in (year)	<input type="text"/>	Designation.	<input type="text"/>
Telephone No. Office	<input type="text"/>	Ext.	<input type="text"/>
Type of Co/Employer	<input type="checkbox"/> Pub Ltd <input type="checkbox"/> Pvt Ltd <input type="checkbox"/> Proprietorship <input type="checkbox"/> Partnership <input type="checkbox"/> Others		
Nature of Co/Employer	<input type="checkbox"/> Manufacturing <input type="checkbox"/> Trading <input type="checkbox"/> Services <input type="checkbox"/> Others		
No. of Employees	<input type="text"/>	No. of Branches	<input type="text"/>
Area	<input type="text"/>	Nearest Landmark	<input type="text"/>

Name of Verification Agency :

Label which consists of App. No. Name of applicant & Address plus Phone

**Employment (Salaried)/ Business (Self-Employed) Verification Report**

Address Confirmed  Yes     No

Office/Business Address

Type of Proof  Visiting Card     Letter Head     Old Envelope     Bill Copy

Address Confirmed by  Self     Colleagues     Receptionist     Guard

The following information should be obtained if the applicant /colleagues are contacted in the office

Name of Employer/Co	<input type="text"/>	Person Met	<input type="text"/>
Address of Employer /Co	<input type="text"/>		
Website of Employer/Co (if available)	<input type="text"/>	e-mail address of Employer/Co (if available)	<input type="text"/>
Telephone No. Office	<input type="text"/>	Ext	<input type="text"/>
Residence	<input type="text"/>		
Mobile No.	<input type="text"/>		
Co. Board Outside Bldg/Office	<input type="checkbox"/> Yes <input type="checkbox"/> No		
Type of Employer/ Co	<input type="checkbox"/> Pub Ltd <input type="checkbox"/> Pvt Ltd <input type="checkbox"/> Proprietorship <input type="checkbox"/> Partnership <input type="checkbox"/> Others		
Nature of Business	<input type="checkbox"/> Manufacturing <input type="checkbox"/> Trading <input type="checkbox"/> Services <input type="checkbox"/> Others		
Line of Business (for self-employed)	<input type="text"/>	Year of establishment	<input type="text"/>
Level of Business activity (for self-employed)	<input type="checkbox"/> Normal <input type="checkbox"/> Average <input type="checkbox"/> Low		
No. of employees	<input type="text"/>	No of Branches/Offices	<input type="text"/>
Office ambience/look	<input type="checkbox"/> Excellent <input type="checkbox"/> Good <input type="checkbox"/> Poor		
Type of Locality	<input type="checkbox"/> Commercial <input type="checkbox"/> Residential <input type="checkbox"/> Project/Security Area		
Area	<input type="text"/>	Nearest Landmark	<input type="text"/>
Ease of Locating	<input type="checkbox"/> Easy <input type="checkbox"/> Difficult <input type="checkbox"/> Untraceable		
Terms of employment (for employees)	<input type="checkbox"/> Full time <input type="checkbox"/> Part time <input type="checkbox"/> Temporary <input type="checkbox"/> Contract		
Grade (employees)	<input type="checkbox"/> Executive <input type="checkbox"/> Supervisory <input type="checkbox"/> Clerical <input type="checkbox"/> Subordinate		
Years of current employment	<input type="text"/>		

The following information needs to be filled if the address is not confirmed

Reason for address not confirmed  Untraceable  Mismatches

**Untraceable** Reason

Type of Office Locality  Commercial  Residential  Residential cum Office Area

Result of Calling

**Mismatches**

To Whom Does the Address Belong To

The following is based on Verifier Observations

Verifier Name

Verification conducted at  Applicant's Address  Others

Address Confirmed  Yes  No

Date of Visit	First Attempt	Date	<input type="text"/>	Time	<input type="text"/>
	Second Attempt	Date	<input type="text"/>	Time	<input type="text"/>
	Third Attempt	Date	<input type="text"/>	Time	<input type="text"/>

Verifier Remarks

If it's an RCB case  Yes  No

Third Party Confirmation

Ownership  Rented  Owned  Others \_\_\_\_\_

NOB \_\_\_\_\_

**Updates**

Address

Phone Nos

Employment Details

Proprietor Recommendation  Positive  Negative  Defaulter  -ve comp

Decline Code

Verification Score

Supervisor Remarks

Authorized Signatory:

9/



Name of Verification Agency :

Label which consists of App.  
No. Name of applicant &  
Address plus Phone

### Residence Verification Format

Address Confirmed  Yes  No

Address Confirmed by  Self  Family Member  Guard  Neighbour

The following information needs to be obtained if the applicant or his family members are contacted

Applicant Name  DOB  Person met  Relationship

No of residents in house  Years at current Residence  No of Earning Family Members

Residence Status  Owned  Rented  Coprovided  PG  Parents  Relatives  BaAc

Name of Employer  Employer Address

Telephone Number Residence  Office

Approx Rent  Approx Value (If Owned)

Designation  Bank Name  Branch

Permanent Address/Phone

Vehicles  Four Wheeler  Two Wheeler  Others  Make and Type

#### Verifier Observation

Location  Easy  Difficult  Untraceable

Locality  Posh  Upper  Middle  Lower

Accommodation Type  Bungalow  Flat  Hutment  High Income Area  L chawl  U ch

Interior Conditions  Painted  Furnished  Carpeted  Curtains

Assets Seen  Television  Refrigerator  Air Conditioner  Music System

Area  Standard of Living  Upper  U Middle  Middle  L Mid  Lower

Nearest Landmark

If the house is locked, the following information needs to be obtained from the Neighbour/Third Party

Applicant Name  Person Met  Relationship

Applicants Age (Approx)

No. of Residents in House

Years Lived at this Residence

Occupation


If the address is not confirmed then the following information needs to be filled

Reason for address not confirmed  Untraceable  Mismatch in Residence address

**Untraceable** Reason

Locality  Posh  Upper  Middle  Lower

Result of Calling

**Mismatch in Residence address**

Is the applicant known to the person  Yes  No

To whom does the address belong?

The following is based on Verifier Observations

Verifier Name

Verification Conducted at  Applicant's Address  Others

Proof attached  Yes  No

Type of Proof  ID Card  Voter Card  D Licence  Passport  R Card  Utility Bills

Date of Visit	First Attempt	Date	<input type="text"/>	Time	<input type="text"/>
	Second Attempt	Date	<input type="text"/>	Time	<input type="text"/>
	Third Attempt	Date	<input type="text"/>	Time	<input type="text"/>

Verifier Remarks

Third Party Confirmation

Standard of Living  Upper  U Middle  Middle  L Middle  Lower

Exterior

**Updatiions**

Address

Phone Nos

Employment Details

Proprietor Recommendation  Positive  Negative  Defaulter  -ve comp

Decline Code

Verification Score

Supervisor Remarks

Authorised Signatory

**Name of Verification Agency**  
**TELEPHONE CUSTOMER CONTACT FORMAT**

Application/Reference Number : .....

Name of Applicant : .....

Type of Verification : .....

Type of Verification       Business Phone       Residence Phone

Address of Applicant : .....

Contact Telephone No. : .....

Special instructions : .....

**The following is based on Information received from the applicant :**

Person Spoken to : .....

Relationship with applicant .....

Employer's name and address .....

.....

Designation of the Applicant .....

Nature of Business of Company .....

No. of year at present employment .....

Residence address : .....

.....

Applicant's Date of Birth/Approx. Age : .....

**The following is based on verifier's inputs**

Name of applicant confirmed at given       Yes       No

Mismatch in :    Employer name /    Residence address /    Office address

Remarks : .....

Proprietor recommendation :     Positive       Negative

Verifier name : ..... Authorised Signatory .....

**Telecalling Log**

<b>Date of calling</b>					
<b>Attempt</b>	1 <sup>st</sup>	2 <sup>nd</sup>	3 <sup>rd</sup>	4 <sup>th</sup>	5 <sup>th</sup>
<b>Outcome*</b>					

Outcome\* - Contacted/PE-Perpetually engaged/NR-No Reponse/AM-Answering Machine  
Please visit us at \_\_\_\_\_

**Name of Verification Agency**

Verification Agent Back Calling Report

Reference No. :

Customer Name :

Good Morning / Afternoon / Evening Sir / Madam

I am calling from \_\_\_\_\_

This is with reference to your application for \_\_\_\_\_

I understand that our verification agent has visited you at your office/ residence on  
\_\_/\_\_/\_\_\_\_ Can you spare a few minutes to give us feedback on the agent?  
DD/MM/YYYY

		Good	Unacceptable
1	How did you find his appearance?		
2	How did you find his tone?		
3	How did you find his manners?		
		Yes	No
4	Was he carrying his ID Card/Visiting Card?		
5	Did he introduce himself properly?		
6	Did he ask for the proof of visiting you?		
7	Was he filling up the form in front of you?		
8	Was he asking any personal/unwanted questions?		
9	What was the approximate time taken for the visit?		
10	Do you have any comments on the visit?		
11	Do you have any recommendation to make on the process?		

Please Elaborate

1. \_\_\_\_\_  
\_\_\_\_\_
2. \_\_\_\_\_  
\_\_\_\_\_
3. \_\_\_\_\_  
\_\_\_\_\_

Thanking you for your time. We do appreciate your feedback.

Have a nice day/evening.

Verified by :

Date :

Signature :

## Annexure – 2: Verifier Code of Conduct & Declaration by Agent

### *Do's*

- Be neatly dressed and well groomed.
- Identity and authority to represent the Bank would be made known to the customer at the first instance.
- Mention his identity, wear an identity card, and inform the name of the organization that he is representing and purpose of the visit.
- Be polite. Take permission before entering the house (Say Good Morning/Good Afternoon).
- Interaction with the customer would be in acceptable business language.
- Applicant should always be addressed with the last name prefixed by Mr./Mrs./Ms. as appropriate.
- Customer calling time would be between 0700 and 1900 hours unless the special circumstances of the borrower's business or occupation demand otherwise.
- Use the "Can I..." approach for asking sensitive questions.
- If questions about SBI loan products are sought by the applicant, they should be referred to the nearby Branch.
- The call should be closed by thanking him/her and wishing him a good day

### *Don'ts*

- Don't misbehave in any manner.
- Don't attend mobile phone calls while interacting with customer.
- Don't ask for pen, paper, etc.
- Don't press respondent for information. If respondent refuses to provide information or asks to come later, back off politely and later consult your supervisor.
- Don't show the Verification Form to the applicant/respondent. ➤ Don't fill the form in front of the applicant/respondent.
- Don't use false statements or misrepresent your identity at any point of the time. ➤ Never indulge in an argument with the customer.
- No information to be divulged to any third party.
- There should be NO promises/commitments made by the agent on behalf of the Company or its agents to anyone, specifically on approval of the application or limits or turnarounds.
- Don't accept gifts from customers or bribes of any kind. Any bribe or payment offered of any kind by a customer must be reported to his/her management.

DECLARATION TO BE SIGNED BY THE AGENT

The below declaration is to be signed by the Agent employed by the Agency. This is a mandatory requirement for the Service Provider.

To,

The

\_\_\_\_\_Agency (City)

*Re: Code of Conduct*

Dear Sir,

I am working in your company as a (designation) since (date). My job profile, inter-alia, includes receipt and collation of various verification reports from other third-party agencies including telephonic/physical verifications at the residence/business and linked services to Customers of the State Bank of India.

In the discharge of my duties, I am obligated to follow the Code of Conduct attached to this document.

I confirm that I have read and understood and agree to abide by the Code of Conduct. In case of any violation, non-adherence to the said Code, you shall be entitled to take such action against me, as you may deem appropriate.

\_\_\_\_\_ Signed on this\_day of 20\_\_\_\_\_.

\_\_\_\_\_Name

Signature Agency \_\_\_\_\_ .

**Annexure 3: Format of ID Card**

Front side of Identity Card

M/s _____ Ph : _____	
Address _____ _____	
Name : _____  Address : _____ _____ _____ Date of Issue _____ Date of Expiry _____ For _____ Manager	Photo

Reverse Side of the Identity Card

<b>TO WHOMSOEVER IT MAY CONCERN</b>
We hereby authorize M/s _____ having their office at _____, to represent the Bank for conducting verification check for _____.
This represents only the identity of the person.
If this is lost this needs to be returned to above address.
For SBI
Authorised Signatory