

State Bank of India

Local Head Office, PBBU Department,
Poojapura, Thiruvananthapuram

Request for Proposals (RFP) FOR EMPANELMENT OF VERIFICATION AGENCY

(RFP/TVM/PBBU/2023-24/KYC/1) dt 13/04/2023

1. GENERAL

State Bank of India, Local Head Office, Thiruvananthapuram desires to prepare a panel of reputed, reliable and experienced Verification Agencies/Service Providers, for undertaking Customer Point pre-sanction verification of the information (Residence & *Business address, Phone numbers etc.*) furnished by its proposed borrowers in P-segment for the loan sourced by the branches/offices under Thiruvananthapuram Circle. Agencies/Service Providers with a prior satisfactory work experience in conducting necessary customer point verification for a Bank/Financial Institution anywhere in India for at least 1 year should only apply.

This Request for proposals (RFP) is not an offer by the Bank, but an invitation to receive responses from the eligible Bidders. No contractual obligation whatsoever shall arise from the Tender process unless and until a formal agreement is signed and executed by duly authorized official(s) of the Bank with the successful Bidder(s).

2. Verification Services : The verification service to be provided to the Bank by Verification Agency (Service Provider) includes all activities required for verifications, including but not limited to Residence verification, Residence Phone verification, Business 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, 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 given below.

3. Scope of Work

(A) The Verification Agency has to provide verification services by verifying the correctness of the information given by the proposed borrower in his loan application form, Identity proof, phone and address document proof given in support of application, as per the directions and details given by the SBI, by:

- (a) Conducting Residence Address Verification by physically visiting the applicant's residence, followed by back-check over phone.
- (b) Conducting Business Address Verification by physically visiting the applicant's place of business/office, followed by back-check over phone.
- (c) Conducting Business Phone Verification by making a phone call to the applicant's place of business/office.
- (d) Conducting Residence Phone Verification by making phone call to the applicant's residence.

(e) Conducting verification of income such as Salary Slip, Form 16, IT returns, etc.

(B) **Verification Report:** Verification Agency should submit duly signed verification report on the above points to the Bank as per the formats prescribed in that behalf by the Bank and/or modifications, if any, that may be made in the said format from time to time. The Agency should also send the report electronically in the encrypted format when made available by the Bank. It should also submit daily Management Information System (MIS) reports containing number of cases received, no of cases submitted to SBI, and number of cases pending.

(C) **Applicability:** The requirement is for **all P-segment loans above Rs.10000/- including Home Loans, Auto Loans and all other P-segment loans (including Personal Loans and Education Loans) and for both Business Process Re-engineering (BPR) and Non-BPR centers.**

(D) **Turn Around Time (TAT):** Verification Agency should submit all the reports covered under scope of services, within 48 hours from the time of receipt of the work/assignment 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.

(E) (i) **Penalty for non-maintenance of TAT:** For each day of delay beyond the prescribed TAT of 48 hours or any time permitted by the Bank vide extant instructions, the Verification Agency shall be charged penalty at the rate of 25% of the fees payable per day of delay per case.

(E) (ii) **Penalty for Wrong/ incorrect reporting:** For each wrong submission, the Verification Agency shall be charged penalty at the rate of Rs. One Lakh per instance. The decision for such recovery will be taken by Module DGM of concerned branch. 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 wrong/incorrect verification report, fraud, negligence, omissions committed by the Verification Agency, its employees, officers, agents. Service Provider shall be liable both for civil and criminal action if the particulars/information/data provided by it is incorrect or partly correct.

(F) **Bank Guarantee:** Verification Agency should furnish a Performance Bank Guarantee at the time of empanelment for an amount of Rs 3.00 Lakhs from a scheduled commercial Bank other than SBI in the format as mentioned in the Agreement at annexure "V". In the event of failure to submit the Bank guarantee(s) by the selected applicants, their selection shall be treated as null & void and they shall be debarred from participating in future empanelment for the period of 3 years"

***Wherever a new branch is opened in the circle, the verification agencies operating in the geographical area of the respective module where branch is opened will provide its services to the said branch.**

(G) **Audit:** The Bank shall have the right to conduct audits on the verification agencies, by its internal or external auditors or by agents appointed to act on its behalf.

(H) **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 re-checks for all the verification conducted by its Field Verifiers to verify the authenticity of report and behavior of field verifier by making a phone call at proposed applicant's residence/business or otherwise. The verification report submitted in a

format other than the format prescribed of the Bank or reports which are conditional shall be rejected. "Only unconditional reports as per prescribed format would be accepted."

(I) Compliance of the Code of Conduct: Verification Agency should also ensure strict compliance of the Code of Conduct provided by SBI from time to time.

(J) 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 has to carry while performing verification.

4. ELIGIBILITY CRITERIA FOR QUALIFICATION:

Following are the mandatory eligibility criteria for the Verification Agency to qualify for the empanelment:

- 1) The applicant should be a Private/Public Limited Indian Company/Partnership firms/proprietorship concern under Indian Laws, 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 such incorporation/ registration certificate along with proof of experience should be furnished to the Bank as documentary proof.

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

- 2) **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.**
- 3) 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. An undertaking to this effect should be submitted by the applicant on its letter head.
- 4) 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.
- 5) The applicant should have a valid PAN/GST/TAN Registration number issued by Income Tax Department/ Competent authority.

5. SUBMISSION OF BIDS

Applicants meeting the eligibility criteria mentioned in para 4 above alone shall apply.

(i) The empanelment of the Agency shall be done for the branches/ CPCs situated in the entire State. However, applicants who are able to offer services in any District of the State can submit the bids specifying the district/ area where they can serve.

(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 super-scribed as “*Technical Bid for Empanelment of Verification Agency Thiruvananthapuram Circle*” and should contain the following documents:

- a. Covering letter in the format given at **Annexure A**,
- b. Information about applicant as per the format given at **Annexure B**
- c. **Certificate from current/previous Banking Clientele Annexure B-2**
- d. Documents to verify fulfillment of mandatory eligibility criteria.
- e. Copy of RFP duly signed with full signature and date by the Authorised Signatory of the Applicant acknowledging the Terms & conditions thereof on each page of RFP and its annexures including the draft Service Level Agreement

Envelope – 2: Financial bid (as per format given at **Annexure-C**) should be submitted. The envelope containing the financial bid should be super-scribed as “*Financial Bid for Empanelment of Verification Agency, Thiruvananthapuram 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, RFP dated..... for Thiruvananthapuram Circle*”

Applicants should write their correspondence address, Contact numbers & e-mail ids on the face of Envelope-3.

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, PBBU Department, Poojapura **on or before 04.05.2023 by 3 PM** 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 without giving any notice in this behalf. All pages of the Bid documents, including the documents/certificates etc. submitted by the Applicant along with the Bid must be duly signed and attested by the Authorized Person of the Applicant.

6. 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, which is 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 any Court/Tribunal/Forum.
- (d) Any criminal proceeding is pending or has ended up in conviction against the Applicant (including its directors/promoters/partner) in any Court.
- (e) Submitted bid document, which is not accompanied by required documentation.
- (f) Failed to provide clarifications related thereto, when sought.
- (g) Conditional bids will be summarily rejected.
- (h) Applicants who are 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, shall be disqualified from the process at any stage.
- (i) 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.
 - (j) For any other reason that the Bank may deem fit.

7. Evaluation Process for empanelment:

1. Opening of Bid: The date, time & location of opening of Technical Bids will be **06.05.2023. 4.30 PM**

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. The representatives who do not possess valid letter of authorization from their organization/company shall not be allowed to participate in the meeting/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 non-conformity 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.

(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 B**). Based on the technical evaluation, marks will be awarded at a **scale of 1 to 100 as per (Annexure B-1)**. 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. Applicants scoring 50% or above as per the Technical Evaluation will be considered for financial bid.

(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:** After evaluation of technical and commercial bids submitted by applicants, out of the bidders who are qualified as per the technical evaluation and who are agreed to match the lowest bids quoted in each of the activities **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.

4. **Matching to Lowest Rate:** Applicants who are selected for final empanelment have to match the **lowest rate quoted by the vendors who quote lowest rate in each of the activities without any condition or protest**. The aforesaid lowest rate shall remain fixed during the entire period of empanelment and shall not be subject to variation on any account. Applicants who do not agree to match the rate as aforesaid will not be considered for empanelment. The Bank also reserves the right to split the work among the vendors. The Payment to the vendors will be done for the services of each activity only.

8. Other Terms & Conditions:

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 in Para 3(A) above to empaneled Agency depending on its requirements, at its sole discretion

The Verification Agencies selected for empanelment have to execute an agreement (as per Annexure 'D') 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 for termination of their empanelment/engagement for default.

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. The successful Bidders will have to submit Non-disclosure Agreement (**Annexure J**)

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.

The personnel of the Vendor shall not be the employees of the SBI, and they shall not claim any salary or allowances, compensation, damages or anything arising out of their employment/duty under this Contract. The Vendor shall also provide at its own cost all benefits; statutory or otherwise to its employees and the SBI shall not have any liability whatsoever on this account.

The Vendor has to submit the Police verification details of all the people deployed by him at site before commencement of work. In case of any replacement during the pendency of the agreement, submission of police verification documents of such replaced staff is to be made available immediately.

The staff deployed at site should be physically fit to handle the works detailed in the scope. The full bio-data of the staff deployed at site like their full address, educational qualification, age proof etc shall be made available before commencement of work.

Representatives of tenderer should note that no change will be permitted in Technical and Financial quotes whatsoever, once they are opened.

In case of any bidder quoting any rate appearing to be unrealistic, such tender will be considered as unbalanced/ unresponsive and such a tender is liable to be disqualified and rejected.

On acceptance of the tender, the name of the authorized representative(s) of the tenderer who would be responsible for taking instructions from the Bank, shall be communicated in writing to the Bank.

All taxes including Income tax, Sale tax, Purchase tax, Turnover tax or any other taxes and duties as applicable as on date and in future in respect of this contract shall be payable by the tenderer and Bank will not entertain any claim whatsoever in respect of the same

No price escalation or adjustment is payable for the work.

The vendor shall perform its obligations under the contract personally and shall not assign, in whole or in part its obligations to perform under the contract or any third party.

9. Term of Empanelment and Termination:

Empanelment of the Verification Agency will be for a period of **one year from the date of execution and will be renewed on yearly basis at the discretion of the bank, subject to compliance of the terms and conditions and guidelines of the Outsourcing Policy 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 in compliance with the procedure of termination mentioned under the Agreement between the Bank and the Service provider and without being liable to pay the Verification Agency any damages or compensation for such termination. Bank at its own discretion may call for fresh bids for empanelment of verification agencies without renewing the existing agreement further.

10. Disclaimer

The information contained in this Tender document or information provided subsequently to Bidder(s) or applicants whether verbally or in documentary form by or on behalf of State Bank of India (Bank), is provided to the Bidder(s) on the terms and conditions set out in this Tender document and all other terms and conditions subject to which such information is provided.

This Tender is neither an agreement nor an offer and is only an invitation by the Bank to the interested parties for submission of bids. The purpose of this Tender is to provide the Bidder(s) with information to assist the formulation of their proposals. This Tender does not claim to contain all the information each Bidder may require. Each Bidder should conduct its own investigation and analysis and should check the accuracy, reliability and completeness of the information in this Tender and where necessary obtain independent advice. Bank makes no representation or warranty and shall incur no liability under any law, statute, rules or regulations as to the accuracy, reliability or completeness of this Tender. Bank may in its absolute discretion, but without being under any obligation to do so, add or amend or supplement the information in this Tender. No contractual obligation whatsoever shall arise from the Tender process until a formal contract is signed and executed by duly authorized officers of the Bank with the selected Bidder.

The Bank reserves the right to accept or reject any Bid/ offer received in part or in full, and to cancel the bidding process and reject all Bids at any time prior to contract of award, without thereby 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.

The Bank reserves the right to reject any Bid on security and / or other considerations without assigning any reason.

The Bank reserves the right to cancel the entire Bidding / procurement process at any stage without assigning any reason whatsoever.

The bidding document provides overview of the requirements, bidding procedures and contact terms. It includes Introduction, Instructions to Bidder, Terms & Conditions of Contract, Eligibility Criteria, Technical Bid and Financial Bid.

The Bidder is expected to examine all instructions, statements, terms and specifications in the bidding document. Failure to furnish all information required by the bidding documents or submission of bid not responsive to the bidding documents in every respect will be at the Bidder's risk and may result in rejection of the bid. The Bank has made considerable effort to ensure that accurate information is contained in this Tender and is supplied solely as guidelines for Bidders. Furthermore, during the Tender process, the Bank is entitled to issue corrigendum to Tender relevant to the Scope of Work. Nothing in this Tender or any addenda is intended to relieve Bidders from forming their own opinions and conclusions in respect of the matters addressed in the Tender or any addenda.

11. Clarification & Amendments

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. The bidder may be asked to give presentation for the purpose of clarification of the bid.

Dy. General Manager (PBBU)

Date: 13.04.2023
Thiruvananthapuram

SCHEDULE OF EVENTS

Sr No	Particulars	Remarks
1	Contact details of issuing Authorities:	<p>i) For empanelment of verification Agency/Vendor in Kerala</p> <p>PBBU Dept. State Bank of India, Local Head Office, Thiruvananthapuram Circle, Poojapura, Thiruvananthapuram dgmpbbu.lhotri@sbi.co.in Phone: 0471-2192352</p>
2	Bid Document Availability including changes / amendments if any to be issued	<p>RFP may be downloaded from Bank's website www.sbi.co.in From 14/04/2023 on 11.00 AM to 3.00 PM on 04/05/2023 Clarification / Addenda / Corrigenda will be published in Bank's web site www.sbi.co.in only.</p>
3	Last date and time for Bid submission.	04/05/2023, 3.00 PM
4	Address for submission of Bids	<p>Deputy General Manager, State Bank of India, PBBU Dept. Local Head Office Thiruvananthapuram Circle, Poojapura, Thiruvananthapuram e-mail dgmpbbu.lhotri@sbi.co.in Phone: 0471-2192352</p>
5.	Date and Time of opening of Technical Bids	<p>06/05/2023, 04.30 PM, Authorized representatives of Bidders, at their option, may be present during opening of Bid. However, Bids will be opened even in the absence of any or all the Bidder's representative. Date of opening of Financial Bids would be advised via email for Bidders qualifying in the Technical Bid</p>
6	Performance Bank Guarantee	<p>PBG of Rs 3.00 Lakhs. Annexure "V" to be submitted at the time of empanelment. 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.</p>

7	Price validity from the date of price discovery	36 months subject to annual review
8	Delivery schedule	Services to be operationalized within 30 days from the date of signing of agreement.
9	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.
10	Delivery Locations	All Branches/CPCS under SBI Thiruvananthapuram Circle
11	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.

(In the letterhead of applicant)

M/S _____

Address : _____

Tele No.(s) _____

Mobile No. _____

E-Mail : _____

Date:

Deputy General Manager (PBBU)
STATE BANK OF INDIA,
Local Head Office,
PBBU Department,
Poojapura
Thiruvananthapuram

Madam/Dear Sir,

APPLICATION FOR EMPANELMENT OF VERIFICATION AGENCY FOR STATE BANK OF INDIA, THIRUVANTHAPURAM Circle

Please refer to your advertisement dated in newspaper for the empanelment of verification agency and the RFP published on the Bank's website for the said empanelment.

2. We enclose in Annexure "B" & Annexure "C" duly **SIGNED & SEALED** by the authorized signatory of our firm/company along with all the required testimonials. We hereby undertake and confirm that the details submitted are true and correct. We further undertake to produce, on demand, the "ORIGINALS" of the enclosed testimonials/papers/documents and assist the Bank authorities for the purpose of the empanelment.

3. We have read, understood, and accept the terms and conditions mentioned in the RFP and offer to extend the Verification Services to the Bank as per the aforesaid terms and conditions in the RFP. We confirm, declare and undertake that:

- (a) We have not made any misleading or false representations in the forms, statements and attachments submitted;
- (b) Our bid is unconditional;
- (c) We are not declared as insolvent or any insolvency petition is pending against us in any Court;
- (d) No criminal proceedings is pending or has ended up in conviction against us, including our directors/promoters/partners, in Court.
- (e) We are not blacklisted or included in negative list by Central Government, any State Government, Reserve Bank of India, IBA, SEBI, any Regulatory body/ authority, Government Dept., Public Sector bank/Undertakings or a Corporation during the last 3 years.

4. We understand and agree as under:

(a) That the Bank at its sole discretion and determination may add any other relevant criteria for evaluating the proposals received in response to this RFP and the Bank has the right to accept or reject any or all applications submitted in response to the RFP document at any stage without assigning any reason thereof.

(b) That in the event we are selected for empanelment, we have to match the lowest rate quoted amongst all applicants for each activity covered under the verification service and we have to render the verification service on allotment of the work at the aforesaid lowest rate. That the aforesaid lowest rate shall remain fixed during the entire period of empanelment and shall not be subject to variation on any account. That in case we do not match the rate as aforesaid, we will not be considered for empanelment.

(c) That in the event we are empaneled, we will execute an agreement with the Bank setting forth the terms and conditions for our engagement for carrying out the work allotted to us and shall render the verification service as per the terms and conditions in the Agreement. Until the formal agreement as above is executed, this offer, together with the Bank's written acceptance and the work order issued to carry out the verification service shall constitute a binding contract on us.

5. We clearly understand and agree that mere submission of application and Bid does not guarantee us empanelment and the Bank's decision in this regard will be final and binding on us.

6. We enclose along with bids a duly signed hard copy of the RFP document.

Yours faithfully,

(Authorized Signatory)

(Seal of Firm / Company)

Date:

Place:

(Letter of authorizations, on applicant's letterhead, in favor of person signing and submitting the applications and the Bids must be enclosed)

TECHNICAL BID FOR PROVIDING VERIFICATION SERVICES THIRUVANANTHAPURAM CIRCLE

With reference to State Bank of India advertisement dated _____ regarding empanelment of Verification Agencies, we submit requisite information as follows: -

S.No.	Particulars	Details
1	CONSTITUTION OF THE COMPANY/ FIRM	
	a) Constitution of the Company (/Public Ltd. Company/ / Pvt. Ltd. Company/ Partnership Firm)	
	b) Registered Office Address	
	c) Local Office Address	
	d) (Whether Hired/ Owned)	
	e) Date of Incorporation/Commencement of Activity	
	f) Name & Address of Associated Concern (if any)	
	<p>* Submit a copy of Memorandum and Articles of Association/ Registration of Firm/ Partnership Deed/ Proprietorship document (only relevant pages)</p> <p>* Submit a copy of Certificate of Incorporation/ Commencement of Activity</p>	
2	DETAILS OF THE DIRECTORS/ PARTNERS/ PROPRIETOR	
	a) Name of the Director(s)/ Partners/ Proprietor	
	b) PAN of Director(s)/ Partners/ Proprietor	
	c) Mobile Nos. of Director(s)/ Partners/ Proprietor	
	d) Landline Nos. of Director(s)/Partners/ Proprietor	
	e) E-mail IDs of Director(s)/ Partners/ Proprietor	
	f) Educational Qualifications of Directors/ Key Promoter	
	* Submit copies of individual PAN of Directors/ Partners/ Proprietor	
3	KEY CONTACT PERSON	
	a) Name	
	b) Designation	
	c) Mob. No./Tel. No.	
	d) E-mail ID	

	e) Fax No.	
4	PAN/ TAN/ GST OF THE COMPANY/ PARTNERSHIP	
	Goods & Services Tax (GST) Identification No.	
	PAN	
	TDS Account No. (TAN)	
	* Submit copy of PAN/ TAN/ Goods & Services Tax (GST) Identification No.	
5	ACTIVITIES OF THE COMPANY	
	Activities/ Products/ Scope of work undertaken	a)
		b)
		c)
		d)
		e)
f)		
6	AREA(S) OF OPERATION (PLEASE SPECIFY)	
	Name of States	
	Name of the Cities in Kerala	
(The Agency which is not operating from Kerala should furnish a detailed write-up only in hard copy about the manner in which contract will be operated on day to day basis.)		
* Submit Certificates evidencing Area of Operations in the country (Certificate from Banks/ FIs)/ Copy of Agreement		

7	PAST EXPERIENCE OF VERIFICATION WORK OF THE COMPANY			
	*Submit Documents/ Certificates from Banks/ FIs regarding past experience in conducting necessary customer point verification for a Bank/ FI (to cover up to 10 years of experience)			
8	EXISTING BANK CLIENTELE			
				Providing Services since (DD-MM-YY)
	S.No.	Name of the Bank	Services	
	i)			
	ii)			
	iii)			
	iv)			
	v)			
vi)				
* Submit a list of present Banking Clientele along with the relevant Certificate/ Copies of Agreements from all the Banks/ Financial institutions				

OPERATIONAL EFFICIENCY – WITH EXISTING BANKING CLIENTELE															
	Name of Service	TAT (Avg. TAT of final submission of verification reported in no. of Days)													
9	Physical Verification of Residence & Office/ Tele-calling Residence & Office/ Verification of Income such as salary slip, Form 16, IT returns etc.														
* Submit TAT Certificates issued by Banks/ FIs where they are providing these services (should be verifiable through Data/ MIS of agency or existing Banking Clientele)															
STAFF STRENGTH															
	b)	Field Staff													
	c)	Supervisory Staff													
10	* Submit Statement of pay roll/ EPFO/ Labour Department giving designation-wise details of staff														
TECHNICAL CAPABILITY															
11	Total No. of Offices/ Branches														
* Submit a list Total No. of Offices/ Branches in the country (state-wise/ city-wise)															
	Infrastructure Details Required (including all offices)		a) Total no. of Computer Systems - b) Total no. of Scanners - c) Total no. of Geo-tagging Cameras -												
FINANCIAL INDICATORS FOR LAST 3 YEARS (in Crs.)															
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	2019-20	2020-2021	2021-2022												
Profit/ Loss															
Turnover															
12	* Submit Copies of Audited/ Certified Balance Sheet and Profit & Loss Account Statements of FY 2019-20, FY 2020-21, FY 2021-22														
SERVICES TO SBI, IF ANY?															
	i) Currently (Yes/No)														
	ii) In the Past (Yes/ No)														
If yes, details of both existing & past services															
	S.No	Name of the Office & Address	Period												
			Nature of Services												
	i)														
13	ii)														

	iii)		
	iv)		
	v)		
	vi)		
14	a) Whether de-listed/ debarred/ removed from SBI and/ or any other financial institution's panel in the past?		
	b) Whether declared as insolvent or any insolvency petition pending in any court?		
	c) Whether any criminal proceeding is pending or have ended up in conviction against the Agency including its Directors/Promoters/ Partners in Court?		
	d) Whether blacklisted by Central Govt., any State Govt., RBI, IBA, SEBI, SBI, any other Bank or any Regulatory body/authority, Govt. Deptt. PSU or a Corporation during last 3 years?		
15	Volume of work with present Banking clientele Average number of work done per month (Please provide supporting documents as per Annexure B 2)		
16	Any other information you would like to provide		
<i>*Please provide at least 2 references from existing Clientele, acceptable to the Bank</i>			

Certified that all the statements/ documents/ copies of Agreements/ data enclosed to Annexure-B pertains to the Company/ Firm and are true & correct in all respects.

Certified that the information furnished above is true and verifiable and bank reserves the right to cancel our bid, if found otherwise.

Yours faithfully,

Authorised Signatory (Company Firm/ Seal)

Name of Authorised Signatory :

Designation :

Date

(Annexure-1)
Technical Evaluation Matrix for Empanelment of Verification agencies

Sl. No.	Criteria	Score Matrix		Maximum Score	Score obtained
		Particulars			
1	Past Experience of verification work of the company/ firm	More than 3years	10	10	
		2years but up to 3 years	8		
		1-2 years	0		
2	Educational Qualifications of Directors/ Key Promoter as specified in Annexure-B	Professional Degree like B. Tech, C.A and MBA	10	10	
		Bachelor's degree	5		
3	Constitution of the Company/ firm	Public Ltd. Company/Private Ltd Company	10	10	
		Partnership Firm	8		
		Proprietary Concern	6		
		Any other	1		
4	Staff Strength	> 50 staff	10	10	
		>25 & < 50	8		
		>10 & < 25	5		
		Any other	1		
5	Area of operation (Annexure – B)	Cover More than 3states	10	10	
		Cover 2 to 3 states	8		
		Cover All districts in Kerala	6		
		Cover more than 4 districts in Kerala	4		
6	Present Empanelment/Appointment with PSBs /Bank / Financial Institutions (copy of reference letter Annexure – 2 provide)	Present Empanelment/ appointment with 3 and above Schedule Commercial Bank /Financial Institutions	5	5	
		Present Empanelment/ Appointment below 3 Schedule Commercial Bank /Financial Institutions	3		
7	Technical Capability (minimum norms of infrastructure proportional to no of offices) Computer Systems/Nodes to office – 5:1 Scanner to office – 2:1 Geo-tagging Cameras to office – 2:1	Availability of all three infrastructure greater than or equal to above defined ratios	10	10	
		Availability of any two infrastructure greater than or equal to above defined ratios	7		
		Availability of any one infrastructure greater than or equal to above defined ratios	3		
8	Average Net Profit (PAT) for last 3 years. Net worth must be in Positive	Above 5Lac	15	15	
		Above 2 Lac - 5 Lacs	10		
		Less than 2Lacs	0		
9	Volume of work with present Banking clientele (Avg no. of verifications done per month since empanelment) (link with Annx. B (2))	More than 3000	10	10	
		>2000 to < 3000	8		
		>1000 to < 2000	5		
		< 1000	2		
10	Financial strength of the Agency (Average turnover for last 3 financial year or since date of establishment)	Above 40 Lacs	10	10	
		Above 30 Lacs . & upto 40 Lacs.	8		
		Above 20 Lacs & upto 30 Lacs.	5		
		Below 20 Lacs	0		
Total				100	

(Copies of relevant documents to be enclosed for perusal)

Annexure B-2

(To be issued on a letter Head)
To Whomsoever It May Concern

This reference letter is issued to certify that M/s.....Proprietorship / Partnership Firm/ Company, having its registered office at..... is empaneled/ was empaneled with this office as a verification agency for a period fromto.....for conducting the verification of the following: (please choose applicable field by ticking it)

1. Residence Address Verification by actually visiting the applicant’s residence, followed by cross-check over phone
2. Business Address Verification by actually visiting the applicant’s place of business/office, followed by cross-check over phone
3. Business Phone Verification by making a phone call to the applicant’s place of business/office
4. Residence Phone Verification by making phone call to the applicant's residence.
5. Verification of income such as Salary Slip, Form 16, IT returns, etc.
6. GEO-tagging coordinates and liveness detection technologies to verify the identity and physical address of applicants from their smartphones.
7. The above verification entity had approximately conducted following number of verifications with us during the period of empanelment:

Period of verification conducted	Approximate nos. of Verification conducted		
	Overall nos. of Verification done (A)	Nos. of cases where TAT maintained (B) (Out of A)	Penalty imposed during (C) (Out of A)
From the date of empanelment or since last 24 months whichever is earlier			
Since last 12 months			

2. The verification entity is capable, honest and professional and has completed its assignments successfully and satisfactorily during the period of empanelment.

Authorized Signatory

Date
Place

FINANCIAL BID FOR PROVIDING VERIFICATION SERVICES, Thiruvananthapuram Circle

With reference to the RFP datedfor 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

	Verification activity (as per scope of work mentioned in the RFP)	Cost in INR (Per Verification)
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.

(Authorized Signatory)

(Seal of Firm / Company)

Place:

Date:

AGREEMENT

Annexure-D

BETWEEN

State Bank of India, _____

AND

Date of Commencement : _____

Date of Expiry : _____

This Agreement is made by and between State Bank of India, a corporation incorporated under State Bank of India Act 1955, having one of its Local Head offices at Poojapura, Thiruvananthapuram (hereinafter referred to as the "The Bank") 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

M/s....., a Private/Public Limited Company/LLP/Firm incorporated under the Companies Act. 1956 or 2013/Limited Liability Partnership Act 2008/Indian Partnership act 1932, having its registered Office at..... and principal place of business at -----, represented by its authorized representative _____ (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 referred to individually as a "**Party**" and together as the "**Parties**". Throughout this agreement, and the words Party and Parties shall be construed accordingly

WHEREAS the Bank is carrying on the business in banking in India and desirous to avail the verification services for ensuring the correctness of information given by the proposed borrower in his/her/their loan application form, identity proofs, phone and address document proofs, etc. in support of his/her/their loan application.

Accordingly, the RFP No. _____ for the said purpose was published by the Bank on _____ and Final

Selection of service provider was made in which the successful bidders were finalized through competitive bidding and accordingly, the service provider has emerged as the L1 bidder.

WHEREAS the Service Provider is in the business of providing aforesaid verification services and agreed to provide such services by conducting residence address verification by actually visiting the applicant's residence followed by back-check over phone, conducting business address verification by actually visiting the applicant's place of business/office followed by back-check over phone, conducting business phone verification by making a phone call to the applicant's place of business/ office, conducting residence phone verification by making a phone call to the applicant's residence, conducting verification of income such as salary slip, Form 16, IT return, etc. for 365 days a year irrespective of rains and other weather conditions during the contract period and in the request for Proposal (RFP) No. _____ dated _____ issued by the Bank along with its clarifications/corrigendum, referred hereinafter as a "RFP" and the same shall be part of this agreement.

NOW THEREFORE, in consideration of the mutual covenants, undertakings and conditions set forth below, and for other valid consideration the acceptability and sufficiency of which are hereby acknowledged, the Parties hereby agree to the terms and conditions hereinafter contained, in addition to all the contents of RFP No. _____ and its corrigendum/clarifications/amendment thereto issued by the Bank:

1 DEFINITIONS & INTERPRETATIONS

- 1.1 **Capitalised Terms:** The following capitalized terms, unless the context otherwise requires, shall have the meaning set forth below for all purposes of this Agreement:
- 1.1.1 **"Agreement"** 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/her/their 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 be deemed to have commenced from..... (**Effective Date**).
- 2.2 This Agreement shall be in force for a period of **one** 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.
- 2.6 No term or provision hereof shall be deemed waived and no breach excused, unless such waiver or consent shall be in writing and signed by the party claimed to have waived or consented. Any consent by any party to or waiver of a breach by other, whether express or implied, shall not constitute a consent to or waiver of or excuse for another different or subsequent breach.
- 2.7 Bank at its own discretion may call for fresh bids for empanelment of verification agencies without renewing the existing agreement further.

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/semi-urban 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. "The service provider hereby admits and acknowledges as follows:
- a. That it is a third party Entity and the opinion/certification is being utilized by the Bank for verification of its applicants.
 - b. The service provider is aware in the event of the opinion/certification turns out to be factually incorrect causing loss to the Bank, the Bank may seek such clarifications as may be required to investigate the matter and fix responsibility.
 - c. That in the event it is established that there was gross negligence/fraud on the part of service provider or any of its employees colluding with applicants in causing pecuniary damage/loss to the Bank and the Bank is entitled for inclusion of the service provider in the caution list being maintained by the Indian Bank Association (IBA) for circulation amongst member Banks and also initiate appropriate criminal and civil action under law against such perpetrators of crime and the service provider shall provide all the needful assistance to the Bank for the same.
 - d. The IBA has been mandated by the RBI to do so".
- 3.4 No alterations, amendments, omissions, additions, suspensions or variations of the work (hereinafter referred to as variation) under the Agreement shall be made by the service provider except as directed in writing by Bank. The Bank shall have full powers, subject to the provision herein after contained, from time to time during the execution of the Agreement, by notice in writing to instruct the service provider to make any variation without prejudice to the Agreement. The Service Provider shall carry out such variations and be bound by the same conditions, though the said variations occurred in the Agreement documents. If any suggested variations would, in the opinion of the service provider, if carried out, prevent them from fulfilling any of their obligations under the Agreement, they shall notify the Bank, thereof, in writing with reasons for holding such opinion and Bank shall instruct the service provider to make such other modified variation without prejudice to the Agreement. Service Provider shall carry out such variations and be bound

by the same conditions, though the said variations occurred in the Agreement documents. If Bank confirms their instructions service provider's obligations will be modified to such an extent as may be mutually agreed. If such variation involves extra cost, any agreed difference in cost occasioned by such variation shall be mutually agreed between the parties. In any case in which service provider has received instructions from the Bank as to the requirement of carrying out the altered or additional substituted work, which either then or later on, will in the opinion of service provider, involve a claim for additional payments, such additional payments shall be mutually agreed in line with the terms and conditions of the order.

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

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 after the written consent of SBI 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)/ behaviour 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, number of cases submitted to SBI, and number 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 its 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 back 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 back by Service Provider to SBI. In all such cases, where the service provider is unable to conduct telephone verification of the proposed applicant and thus, adopted the aforesaid approach, the compliance of the same shall be notified to the Bank for each of such applicants.
- 4.2.12 The territory/centres 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 engage in any unfair or misleading practices or resort to any forcible, oppressive, vindictive, 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. Proof of obtaining such insurance policies shall be submitted to SBI within 30 days of entering into this Agreement.
- 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. If any notice of payment of tax/statutory dues is received by SBI for the service provider, then any payment made by SBI towards such tax/statutory dues shall be adjusted against the remuneration paid for the services offered by the service provider under this Agreement and the same shall not be claimed or disputed by the service provider in future.
- 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, Sub-Contractors. Service Provider further agrees to make good the loss suffered by the Bank upon first demand by the Bank which shall be final, conclusive and binding on Service Provider.

7 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 written 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 of Rs. _____ (to be calculated as 10% of the contract value, whereas** contract value represents: {Accepted rate for the verification job * actual number of pre-sanction surveys conducted by verification agencies in the Circle/Centre/Module for P-Segment loans during the previous Financial Year}) 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.
- 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/wrong/incorrect reporting 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**. 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.

- 9.5.2 Penalty for Wrong/ incorrect reporting: For each wrong submission, the Verification Agency shall be charged penalty at the rate of 25% of the loan outstanding. The decision for such recovery will be taken by Module DGM of concerned branch. 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 wrong/incorrect verification report, fraud, negligence, omissions committed by the Verification Agency, its employees, officers, agents. 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.

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 such as Salary Slip, 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 Fee stated above may change during the term of the Agreement based on the review by SBI.
- 13.8 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 trademark, patent, copyright, industrial design or any other intellectual property rights of any third party arising from the Services or use of software or any other product under this Agreement, subject to the following condition(s):
 - 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 black listing.
- 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 contact is continued would be binding on them.
- 15.8 For any other reason that the Bank may deem fit.

16 CONTINGENCY PLANS & CONTINUITY ARRANGEMENTS.

- 16.1 The Service Provider shall arrange and ensure proper contingency plans to meet any unexpected obstruction to the Service Provider or any employees or sub-contractors of the Service Provider in rendering the Services or any part of the same under this Agreement to the Bank.
- 16.2 The Service Provider agrees for the following continuity arrangements to ensure the business continuity of the Bank.
- 16.2.1 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 fort 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 endeavors to settle the dispute/s through mutual negotiation and discussions. In the even that the said dispute/s are not settled within 30 days of the arising thereof as evidenced through the first written communication 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 Thiruvananthapuram, Kerala 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 shall be enforceable in nay 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 even 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 Kerala 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/Centres 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 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.

22.9 The Service Provider agrees to bear all expenses including Stamp Duty for the execution of this agreement.

22.10 The Service provider shall perform its obligations under the contract personally and

shall not assign, in whole or in part its obligations to perform under the contract or any third party.

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

State Bank of India

By:
Name:
Designation:
Date:

Service Provider

By:
Name:
Designation:
Date:

WITNESS:

1.

1.

2.

2.

Annexure – I: Formats to be used for verification

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	<input type="checkbox"/> Yes <input type="checkbox"/> No
Office/Business Address	
Type of Proof	<input type="checkbox"/> Visiting Card <input type="checkbox"/> Letter Head <input type="checkbox"/> Old Envelope <input type="checkbox"/> Bill Copy
Address Confirmed by	<input type="checkbox"/> Self <input type="checkbox"/> Colleagues <input type="checkbox"/> Receptionist <input type="checkbox"/> Guard
<u>The following information should be obtained if the applicant /colleagues are contacted in the office</u>	
Name of Employer/Co	Person Met
Address of Employer /Co	
Website of Employer/Co (if available)	e-mail address of Employer/Co (if available)
Telephone No. Office	Ext
	Residence
Mobile No.	
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)	Year of establishment
Level of Business activity (for self-employed) <input type="checkbox"/> Normal <input type="checkbox"/> Average <input type="checkbox"/> Low	
No. of employees	No of Branches/Offices
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	Nearest Landmark
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	

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"/>

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 _____

Updatons

Address

Phone Nos

Employment Details

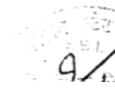
Proprietor Recommendation Positive Negative Defaulter -ve comp

Decline Code

Verification Score

Supervisor Remarks

Authorized Signatory:



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, Name of Employer, Telephone Number, Approx Rent, Designation, Bank Name, Branch, Permanent Address/Phone, Vehicles, Verifier Observation, Location, Locality, Accommodation Type, Interior Conditions, Assets Seen, Area, 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	<input type="checkbox"/> Untraceable	<input type="checkbox"/> Mismatch in Residence address		
<u>Untraceable</u>	Reason	<input type="text"/>		
Locality	<input type="checkbox"/> Posh	<input type="checkbox"/> Upper	<input type="checkbox"/> Middle	<input type="checkbox"/> Lower
Result of Calling	<input type="text"/>			
<u>Mismatch in Residence address</u>				
Is the applicant known to the person				
<input type="checkbox"/> Yes <input type="checkbox"/> No				
To whom does the address belong?				
<input type="text"/>				

The following is based on Verifier Observations

Verifier Name	<input type="text"/>						
Verification Conducted at	<input type="checkbox"/> Applicant's Address	<input type="checkbox"/> Others					
Proof attached	<input type="checkbox"/> Yes	<input type="checkbox"/> No					
Type of Proof	<input type="checkbox"/> ID Card	<input type="checkbox"/> Voter Card	<input type="checkbox"/> D Licence	<input type="checkbox"/> Passport	<input type="checkbox"/> R Card	<input type="checkbox"/> Utility Bills	<input type="checkbox"/>
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	<input type="checkbox"/> Upper	<input type="checkbox"/> U Middle	<input type="checkbox"/> Middle	<input type="checkbox"/> L Middle	<input type="checkbox"/> Lower
Exterior					

<u>Updatations</u>						
Address	<input type="text"/>					
Phone Nos	<input type="text"/>	<input type="text"/>				
Employment Details	<input type="text"/>					
Proprietor Recommendation	<input type="checkbox"/> Positive	<input type="checkbox"/> Negative	<input type="checkbox"/> Defaulter	<input type="checkbox"/> -ve comp		
Decline Code	<input type="text"/>	Supervisor Remarks				
Verification Score	<input type="text"/>					
<input type="text"/>						

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

Date of calling					
Attempt	1 st	2nd	3rd	4 th	5 th
Outcome*					

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 – II: 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 organisation 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____.

Signature _____ Name _____ Agency _____.

Annexure – III: Format of the 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

TO WHOMSOEVER IT MAY CONCERN
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 Authorized Signatory

Annexure – IV: List of Territories/Centres where the Service Provider shall render its services

List of Territories/Centres

1.

2.

3.

4.

Annexure – V: Format of 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 **one** 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 fulfill 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

1. (a) In consideration of SBI having agreed to entrust the Service Provider for rendering Services 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 honoured 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 upto _____.
 - (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 _____.
- (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)

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 Thiruvananthapuram Circle, at Poojapura Thiruvananthapuram 695012, through its PBBU Department at LHO, THIRUVANANTHAPURAM 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 contract

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

4. Miscellaneous

- a) All Confidential Information and Confidential Materials are and shall remain the property of Disclosing Party. By disclosing information to Receiving Party, Disclosing Party does not grant any expressed or implied right to Receiving Party to disclose information under the Disclosing Party patents, copyrights, trademarks, or trade secret information.
- b) 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 2023 at ____ (month)(Place)

For and on behalf of _

Name		
Designation		
Place		
Signature		
Date		

For and on behalf of _

Name		
Designation		
Place		
Signature		
Date		