



**REQUEST FOR EMPANELMENT
(EMPANELMENT OF AGENCIES FOR VIDEO PRODUCTION SERVICES)**

RFE NO: CC/M&C/2024-25/1

Dated: 09.09.2024

**STATE BANK OF INDIA
MARKETING & COMMUNICATION DEPT.
CORPORATE CENTRE
MUMBAI**

1. Schedule of Events

| Sl No | Particulars | Remarks |
|-------|---|---|
| 1 | Contact details of issuing department | General Manager (CC&M) Corporate Centre, 9 th Floor State Bank Bhavan, Madam Cama Road, Nariman Point, Mumbai -400021 Email: gm.ccc@sbi.co.in dgm.marketing@sbi.co.in |
| 2 | Bid Document Availability including changes/amendments, if any to be issued | RFE may be downloaded from e-tendering website – https://etender.sbi/SBI Bank's website https://www.bank.sbi at Procurement News from 09.09.2024 to 30.09.2024. |
| 3 | Last date for requesting clarification | Upto 3:00 PM on 12.09.2024 All communications regarding points / queries requiring clarifications shall be given by e-mail |
| 4 | Pre - bid Meeting at (venue) | From 03:00 PM to 04:00 PM on 17.09.2024 through Virtual Meeting over Microsoft Teams |
| 5 | Clarifications to queries raised at pre-bid meeting will be provided by the Bank. | 19.09.2024 |
| 6 | Last date and time for Bid submission | Upto 3:00 PM on 30.09.2024 |
| 7 | Address for submission of Bids | Bids are to be submitted online at https://etender.sbi/SBI |
| 8 | Date and Time of opening of Technical Bids | 04:00 PM on 30.09.2024 Authorized representatives of vendors may be present during |

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| | | opening of the bids. The bank may at its sole discretion decide to open the bids through Virtual Meeting over Microsoft Teams/ through Virtual Conference However, Bids would be opened even in the absence of any or all of the vendor representatives. |
| 9 | Tender Fee | Rs 10,000/- (Rupees ten Thousand only) |
| 10 | Contact details of e-Procurement agency appointed for e-procurement | Mr. Mubassera Mansuri Mobile : 7859800621 Email : mubassera@eptl.in Ms. Neha Unhale Mobile : 7859800617/ 7859800624 Email : neha.u@eptl.in e-mail: etender.support@sbi.co.in |

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2. INVITATION TO BID:

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

provide SBI the proposed Video Production Services adhering to Bank's requirements outlined in this RFE.

3. DISCLAIMER:

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

empanelment/ purchase order and/or its acceptance thereof by the successful Bidder as defined in Award Criteria and Award of Contract in this RFE.

4. DEFINITIONS:

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

- i. **“The Bank”** ‘means the State Bank of India (including domestic branches and foreign offices), Subsidiaries and Joint Ventures, where the Bank has ownership of more than 50% of voting securities or the power to direct the management and policies of such Subsidiaries and Joint Ventures.
- ii. **“Bidder”** means an eligible entity/firm submitting the Bid in response to this RFE.
- iii. **“Bid”** means the written reply or submission of response to this RFE.
- iv. **“The Contract/Service Level Agreement/SLA/Agreement”** means the agreement entered into between the Bank and Service Provider, as recorded in the Contract Form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein.
- v. **“Vendor/Service Provider/ Agency”** is the successful Bidder found eligible as per eligibility criteria set out in this RFE, whose technical Bid has been accepted and who has emerged as one of the successful Bidder as per the selection criteria set out in the RFE and to whom notification of award has been given by the Bank.
- vi. **“Services”** means all services, scope of work and deliverables to be provided by a Bidder as described in the RFE / in subsequent Request for Quotation (RFQ) issued in pursuant to this RFE and include provision of technical assistance, training, certifications, auditing and other obligation of Service Provider covered under this RFE/RFQ issued in pursuant to this RFE.
- vii. **“RFE”** means this Request for Empanelment for Video Production Agencies for SBI (this document) in its entirety, inclusive of any addenda that may be issued by the Bank.

viii. “**RFQ**” means the subsequent request for quotation to be floated by the Bank amongst the empaneled vendors for any video creation service requirement for the Bank.

ix. “**Project Cost**” means the total price agreed to be paid to the Vendor under the respective Purchase Order, which may be issued by the bank in pursuant to RFQ from time to time during the empanelment contract period.

5. SCOPE OF WORK:

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

6. ELIGIBILITY AND TECHNICAL CRITERIA:

- i. Bid is open to all Bidders who meet the eligibility and technical criteria as given in **Appendix-B & Appendix-C** of this document. The Bidder has to submit the documents substantiating eligibility criteria as mentioned in this RFE document.
- ii. The prices/ commercials for Scope of Work/ Services to be provided by the Service Providers under the respective RFQ will be done after empanelment by floating a Request for Quotation (RFQ) among empanelled Service Providers. Order No. P-45021/2/2017- B-E-II issued by Department of Industrial Policy and Promotion, Ministry of Commerce and Industry, Government of India relating to Public Procurement (Preference to Make in India), Order 2017 and any subsequent amendment/ clarifications thereto shall be applicable for participation in bidding process. Also, participating bidders need to sign and submit Pre-Contract Integrity Pact, based on the estimated value of work/ services at the time of submitting bids in respective RFQs as per – Appendix – J.

7. COST OF BID DOCUMENT:

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

8. CLARIFICATION AND AMENDMENTS ON RFE/PRE-BID MEETING:

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

9. CONTENTS OF BID DOCUMENT:

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

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

10. BID PREPARATION AND SUBMISSION:

- i. The Bid is to be submitted on portal of e-Procurement agency for providing of Services in response to the **CC/M&C/2024-25/1 dated 09.09.2024**. Documents mentioned below are to be uploaded on portal of e-Procurement agency with digital signature of authorised signatory:
 - (a) Index of all the documents, letters, bid forms etc. submitted in response to RFE along with page numbers.
 - (b) Bid covering letter/Bid form on the lines of **Appendix-A** on Bidder's letter head.
 - (c) Proof of submission of Tender Fee as specified in this document. A scanned copy of original DD/Pay Order should be uploaded subject to compliance of requirement mentioned in clause no 11 "*DEADLINE FOR SUBMISSION OF BIDS*" sub-clause (ii).
 - (d) Specific response with supporting documents in respect of Eligibility Criteria as mentioned in **Appendix-B** and technical eligibility criteria on the lines of **Appendix-C**.
 - (e) Bidder's details as per **Appendix-D** on Bidder's letter head.
 - (f) Audited financial statement and profit and loss account statement as mentioned in Part-II.
 - (g) A copy of board resolution along with copy of power of attorney (POA wherever applicable) showing that the signatory has been duly authorized to sign the Bid document.
 - (h) Scanned copy of duly stamped and signed Pre-Contract Integrity Pact subject to compliance of requirement mentioned in clause no 11 "*DEADLINE FOR SUBMISSION OF BIDS*" sub-clause (ii).

- (i) If applicable, copy of registration certificate issued by competent authority as mentioned in SI No 2 of Eligibility Criteria under Appendix-B.

ii. Bidders may please note:

- (a) The Bidder should quote for the entire package on a single responsibility basis for Services it proposes to provide.
- (b) While submitting the Technical Bid, literature on the Services should be segregated and kept together in one section.
- (c) The Bid document shall be complete in accordance with various clauses of the RFE document or any addenda/corrigenda or clarifications issued in connection thereto, duly signed by the authorized representative of the Bidder. Board resolution authorizing representative to Bid and make commitments on behalf of the Bidder is to be attached.
- (d) It is mandatory for all the Bidders to have class-III Digital Signature Certificate (DSC) (in the name of person who will sign the Bid) from any of the licensed certifying agency to participate in this RFE. DSC should be in the name of the authorized signatory. It should be in corporate capacity (that is in Bidder capacity).
- (e) 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.
- (f) The Bidder may also be asked to give presentation for the purpose of clarification of the Bid.
- (g) The Bidder must provide specific and factual replies to the points raised in the RFE.
- (h) The Bid shall be typed or written and shall be digitally signed by the Bidder or a person or persons duly authorized to bind the Bidder to the Contract.
- (i) All the enclosures (Bid submission) shall be serially numbered.
- (j) Bidder(s) should prepare and submit their online Bids well in advance before the prescribed date and time to avoid any delay or problem during the bid submission process. The Bank shall not be held responsible for any sort of delay or the difficulties faced by the Bidder(s) during the submission of online Bids.
- (k) Bidder(s) should ensure that the Bid documents submitted should be free from virus and if the documents could not be opened, due to virus or otherwise, during Bid opening, the Bid is liable to be rejected.
- (l) The Bank reserves the right to reject Bids not conforming to above.

11. DEADLINE FOR SUBMISSION OF BIDS:

- i. Bids must be submitted online on portal of e-Procurement agency by the date and time mentioned in the “Schedule of Events”.
- ii. Wherever applicable, the Bidder shall submit the original Pay Order/Demand Draft and Pre- Contract Integrity Pact together with their respective enclosures and seal it in an envelope and mark the envelope as “Technical Bid”. The said envelope shall clearly bear the name of the project and name and address of the Bidder. In addition, the last date for bid submission should be indicated on the right and corner of the envelope. The original documents should be submitted within the bid submission date and time for the RFE at the address mentioned in SI No 1 of Schedule of Events, failing which Bid will be treated as non-responsive.
- iii. In the event of the specified date for submission of Bids being declared a holiday for the Bank, the Bids will be received upto the appointed time on the next working day.
- iv. In case the Bank extends the scheduled date of submission of Bid document, the Bids shall be submitted by the time and date rescheduled. All rights and obligations of the Bank and Bidders will remain the same.

12. MODIFICATION AND WITHDRAWAL OF BIDS:

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

13. PERIOD OF BID VALIDITY

- i. Bid shall remain valid for duration of 6 calendar months from Bid submission date.

- ii. In exceptional circumstances, the Bank may solicit the Bidders' consent to an extension of the period of validity. The request and the responses thereto shall be made in writing. A Bidder is free to refuse the request. However, any extension of validity of Bids will not entitle the Bidder to revise/modify the Bid document.

14. BID INTEGRITY:

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

15. BIDDING PROCESS/OPENING OF TECHNICAL BIDS:

- i. All the Bids received up to the specified time and date will be opened for initial evaluation on the time and date mentioned in the schedule of events. The Bids will be opened in the presence of representatives of the Bidders who choose to attend the same on portal of e-Procurement agency. However, Bids may be opened even in the absence of representatives of one or more of the Bidders.
- ii. In the first stage, Bid will be opened and evaluated. Bids of such Bidders satisfying eligibility criteria and agree to comply with all the terms and conditions specified in the RFE will be evaluated for technical criteria/specifications/eligibility. Only those Bids complied with technical criteria shall become eligible for further RFE evaluation process.
- iii. The Bank will examine the Bids to determine whether they are complete, required formats have been furnished, the documents have been properly signed, Tender Fee for the desired amount and validity period is available and the Bids are generally in order. The Bank may, at its discretion waive any minor non-conformity or irregularity in a Bid which does not constitute a material deviation.
- iv. Prior to the detailed evaluation, the Bank will determine the responsiveness of each Bid to the RFE. For purposes of these Clauses, a responsive Bid is one, which conforms to all the terms and conditions of the RFE in toto, without any deviation.

- v. The Bank's determination of a Bid's responsiveness will be based on the contents of the Bid itself, without recourse to extrinsic evidence.
- vi. After opening of the Bids and preliminary evaluation, some or all the Bidders may be asked to make presentations on the Service proposed to be offered by them.
- vii. If a Bid is not responsive, it will be rejected by the Bank and will not subsequently be made responsive by the Bidder by correction of the non-conformity.

16. TECHNICAL EVALUATION:

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

17. CONTACTING THE BANK:

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

18. AWARD CRITERIA AND AWARD OF CONTRACT:

Technical evaluation criteria is provided in Appendix - C.

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

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

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

The successful Bidder shall be required to enter into a empanelment Contract with the Bank within 30 days from the date of issuance of letter of empanelment by the Bank or within such extended period as may be decided by the Bank.

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

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

The award of contract is for empanelment only and Bank is not making any commitment for the minimum work to be awarded to any empaneled vendor.

19 WAIVER OF RIGHTS:

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

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

The Bank reserves the right to accept or reject any Bid in part or in full or to cancel the bidding process and reject all Bids at any time prior to contract award as specified in Award Criteria and Award of Contract, without incurring

any liability to the affected Bidder or Bidders or any obligation to inform the affected Bidder or Bidders of the grounds for the Bank's action.

21. SERVICES:

- i. Service Provider should ensure that the quality of methodologies for delivering the services, adhere to quality standards/timelines stipulated therefor.
- ii. Updated escalation matrix shall be made available to the Bank at the time of empanelment and each time the matrix gets changed.

22. PENALTIES:

As mentioned in **Appendix-F** of this RFE.

23. RIGHT TO VERIFICATION:

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

24. RIGHT TO AUDIT:

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

Where any deficiency has been observed during audit of Service Provider on the risk parameters finalized by the Bank or in the certification submitted by the Auditors, Service Provider shall correct/resolve the same at the earliest and shall provide all necessary documents related to resolution thereof and the auditor shall further certify in respect of resolution of the deficiencies. The resolution provided by Service Provider shall require to be certified by the Auditors covering the respective risk parameters against which such deficiencies have been observed.

Service Provider further agrees that whenever required by the Bank, it will furnish all relevant information, records/data to such auditors and/or inspecting officials of the Bank/Reserve Bank of India and/or any regulatory authority(ies). The Bank reserves the right to call for and/or retain any relevant information /audit reports on financial and security review with their findings undertaken by Service Provider. However, Service Provider shall not be obligated to provide records/data not related to Services under the Agreement (e.g. internal cost breakup etc.).

Service provider shall grants unrestricted and effective access to a) data related to the outsourced activities; b) the relevant business premises of the service provider; subject to appropriate security protocols, for the purpose of effective oversight use by the Bank, their auditors, regulators and other relevant Competent Authorities, as authorised under law.

25. SUB CONTRACTING:

- i. Sub-Contracting is not permitted under this RFE. However, Bank may permit sub-contracting on case-to case basis at the sole discretion of the Bank wherein it is expressly allowed and permitted at the time of floating respective RFQ. If permitted, the Service Provider shall carry out its standard due diligence process on sub-contracting/ sub-contractor.
- ii. Service Provider shall comply with all the instructions, requirements and any other conditions suggested by the Bank in order for the Bank to comply with its site access and regulatory audit requirements and upon Bank's request Service Provider will provide a written confirmation of compliance with the requirements of this provision.
- iii. With the Bank's prior written approval, Service Provider may change the sub-contractor, provided it does not impact the quality of Services being delivered. However, Service Provider shall inform the Bank on its intention to change the sub-contractor and reason thereof.
- iv. Service Provider shall be responsible for all the Services provided to the Bank regardless of which entity is conducting the operations. Service Provider is also responsible for ensuring that the sub-

contractor comply with all security/confidentiality requirements and other terms and conditions as applicable to Service Provider mentioned in this RFE and RFQ. Bank reserves the right to conduct independent audit in this regard.

- v. 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 the Bank's data / processes is maintained.
- vi. Notwithstanding approval of the Bank for sub-contracting, the Service Provider shall remain liable to the Bank for all acts/omissions of sub-contractors.
- vii. Service Provider shall ensure that it shall have all back-to-back commitments from its vendors in such agreements.
- viii. Service Provider shall provide the complete details of Services sub-contracted by it including the details of sub-contractor(s) and/or its agent to the Bank as and when requested.

26. VALIDITY OF AGREEMENT/EMPANELMENT:

The Agreement/ SLA will be valid for the period of 3 years from the date of empanelment. The Bank reserves the right to terminate the Agreement as per the terms of RFE/ Agreement.

Bank will float RFQ amongst the empanelled vendors as per the actual requirements for the Video Productions Services as and when required during the period of empanelment.

27. LIMITATION OF LIABILITY:

- i. The maximum aggregate liability of Service Provider, subject to below mentioned sub-clause (iii), in respect of any claims, losses, costs or damages arising out of or in connection with this RFE/Agreement shall not exceed the total Project Cost against the RFQ floated by the Bank for the purpose.
- ii. Under no circumstances shall either Party be liable for any indirect, consequential or incidental losses, damages or claims including loss of profit, loss of business or revenue.
- iii. The limitations set forth herein shall not apply with respect to:
 - (a) claims that are the subject of indemnification pursuant to infringement of third party Intellectual Property Right;
 - (b) damage(s) occasioned by the Gross Negligence or Willful Misconduct of Service Provider,

- (c) damage(s) occasioned by Service Provider for breach of Confidentiality Obligations,
- (d) Regulatory or statutory fines imposed by a Government or Regulatory agency for non-compliance of statutory or regulatory guidelines applicable to the Bank, provided such guidelines were brought to the notice of Service Provider.

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

28. CONFIDENTIALITY:

Confidentiality obligation shall be as per Non-disclosure agreement (NDA) and clause 14 of Service Level Agreement placed as Appendix to this RFE.

29. DELAY IN SERVICE PROVIDER’S PERFORMANCE:

- i. Services shall be made by Service Provider within the timelines prescribed in part II of this document.
- ii. If at any time during performance of the Contract, Service Provider should encounter conditions impeding timely delivery and performance of Services, Service Provider shall promptly notify the Bank in writing of the fact of the delay, it’s likely duration and cause(s). As soon as practicable after receipt of Service Provider’s notice, the Bank shall evaluate the situation and may, at its discretion, extend Service Providers’ time for performance, in which case, the extension shall be ratified by the parties by amendment of the Contract.

- iii. Any delay in performing the obligation/ defect in performance by Service Provider may result in imposition of penalty, liquidated damages, invocation of Bank Guarantee and/or termination of Contract (as laid down elsewhere in this RFE document).

30. SERVICE PROVIDER'S OBLIGATIONS:

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

31. INTELLECTUAL PROPERTY RIGHTS AND OWNERSHIP:

- i. For any technology / software / product used/supplied by Service Provider for performing Services for the Bank as part of this RFE/ RFQ, Service Provider shall have right to use as well as right to license such technology/ software / product. The Bank shall not be liable for any license or IPR violation on the part of Service Provider.
- ii. Without the Bank's prior written approval, Service provider will not, in

performing the Services, use or incorporate link to or call or depend in any way upon, any software or other intellectual property that is subject to an Open Source or Copy left license or any other agreement that may give rise to any third-party claims or to limit the Bank's rights under this RFE/ RFQ.

- iii. Subject to below mentioned sub-clause (iv) and (v) of this RFE/ RFQ, Service Provider shall, at its own expenses without any limitation, indemnify and keep fully and effectively indemnified the Bank against all costs, claims, damages, demands, expenses and liabilities whatsoever nature arising out of or in connection with all claims of infringement of Intellectual Property Right, including patent, trademark, copyright, trade secret or industrial design rights of any third party arising from the Services or use of the technology / software / products or any part thereof in India or abroad.
- iv. The Bank will give (a) notice to Service Provider of any such claim without delay/provide reasonable assistance to Service Provider in disposing of the claim; (b) sole authority to defend and settle such claim and; (c) will at no time admit to any liability for or express any intent to settle the claim provided that (i) Service Provider shall not partially settle any such claim without the written consent of the Bank, unless such settlement releases the Bank fully from such claim, (ii) Service Provider shall promptly provide the Bank with copies of all pleadings or similar documents relating to any such claim, (iii) Service Provider shall consult with the Bank with respect to the defense and settlement of any such claim, and (iv) in any litigation to which the Bank is also a party, the Bank shall be entitled to be separately represented at its own expenses by counsel of its own selection.
- v. Service Provider shall have no obligations with respect to any infringement claims to the extent that the infringement claim arises or results from: (i) Service Provider's compliance with the Bank's specific technical designs or instructions (except where Service Provider knew or should have known that such compliance was likely to result in an infringement claim and Service Provider did not inform the Bank of the same); or (ii) any unauthorized modification or alteration of the deliverable (if any) by the Bank.
- vi. Service provider agrees that the Bank owns the entire right, title and interest to any inventions, designs, discoveries, writings and works of authorship, including all intellectual property rights, copyrights. Any work made under this RFE/ RFQ shall be deemed to be 'work made for hire' under any Indian/U.S. or any other applicable copyright laws.

32. LIQUIDATED DAMAGES:

If the Service Provider fails to deliver and perform any or all the Services within the stipulated time schedule as specified in individual RFQ for different projects, the Bank may, without prejudice to its other remedies under the Contract, and unless otherwise extension of time is agreed upon without the application of Liquidated Damages, deduct from the respective RFQ Contract Price, as liquidated damages a sum equivalent to 0.5% of total PO value of the respective RFQ for delay of each week or part thereof maximum up to 5% of total PO value of the respective RFQ. Once the maximum deduction is reached, the Bank may consider termination of the Contract.

33. CONFLICT OF INTEREST:

- i. Bidder shall not have a conflict of interest (the "Conflict of Interest") that affects the bidding Process. Any Bidder found to have a Conflict of Interest shall be disqualified. In the event of disqualification, the Bank shall be entitled to forfeit and appropriate the Bid Security and/or Performance Security (Bank Guarantee), as the case may be, as mutually agreed upon genuine estimated loss and damage likely to be suffered and incurred by the Bank and not by way of penalty for, inter alia, the time, cost and effort of the Bank, including consideration of such Bidder's proposal (the "Damages"), without prejudice to any other right or remedy that may be available to the Bank under the bidding Documents and/ or the Agreement or otherwise.
- ii. Without limiting the generality of the above, a Bidder shall be deemed to have a Conflict of Interest affecting the bidding Process, if:
 - (a) the Bidder, its Member or Associate (or any constituent thereof) and any other Bidder, its Member or any Associate thereof (or any constituent thereof) have common controlling shareholders or other ownership interest; provided that this disqualification shall not apply in cases where the direct or indirect shareholding of a Bidder, its Member or an Associate thereof (or any shareholder thereof having a shareholding of more than 5% (five per cent) of the paid up and subscribed share capital of such Bidder, Member or Associate, as the case may be) in the other Bidder, its Member or Associate, has less than 5% (five per cent) of the subscribed and paid up equity share capital thereof; provided further that this disqualification shall not apply to any ownership by a bank, insurance

company, pension fund or a public financial institution referred to in section 2(72) of the Companies Act, 2013. For the purposes of this Clause, indirect shareholding held through one or more intermediate persons shall be computed as follows: (aa) where any intermediary is controlled by a person through management control or otherwise, the entire shareholding held by such controlled intermediary in any other person (the "Subject Person") shall be taken into account for computing the shareholding of such controlling person in the Subject Person; and (bb) subject always to sub-clause (aa) above, where a person does not exercise control over an intermediary, which has shareholding in the Subject Person, the computation of indirect shareholding of such person in the Subject Person shall be undertaken on a proportionate basis; provided, however, that no such shareholding shall be reckoned under this sub-clause (bb) if the shareholding of such person in the intermediary is less than 26% of the subscribed and paid up equity shareholding of such intermediary; or

- (b) a constituent of such Bidder is also a constituent of another Bidder; or
 - (c) such Bidder, its Member or any Associate thereof receives or has received any direct or indirect subsidy, grant, concessional loan or subordinated debt from any other Bidder, its Member or Associate, or has provided any such subsidy, grant, concessional loan or subordinated debt to any other Bidder, its Member or any Associate thereof; or
 - (d) such Bidder has the same legal representative for purposes of this Bid as any other Bidder; or
 - (e) such Bidder, or any Associate thereof, has a relationship with another Bidder, or any Associate thereof, directly or through common third party/parties, that puts either or both of them in a position to have access to each other's information about, or to influence the Bid of either or each other; or
 - (f) such Bidder or any of its affiliates thereof has participated as a consultant to the Bank in the preparation of any documents, design or technical specifications of the RFE.
- iii. For the purposes of this RFE, Associate means, in relation to the Bidder, a person who controls, is controlled by, or is under the common control with such Bidder (the "Associate"). As used in this definition, the expression "control" means, with respect to a person which is a company or corporation, the ownership, directly or indirectly, of more than 50% (fifty per cent) of the voting shares of such person, and with respect to a person which is not a company or corporation, the power to direct the management and policies

of such person by operation of law or by contract.

34. CODE OF INTEGRITY AND DEBARMENT/BANNING:

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

- (d) **“Anti-competitive practice”** means any collusion, bid rigging or anti-competitive arrangement, or any other practice coming under the purview of the Competition Act, 2002, between two or more bidders, with or without the knowledge of the Bank, that may impair the transparency, fairness and the progress of the procurement process or to establish bid prices at artificial, non-competitive levels;
- (e) **“Obstructive practice”** means materially impede the Bank’s or Government agencies investigation into allegations of one or more of the above mentioned prohibited practices either by deliberately destroying, falsifying, altering; or by concealing of evidence material to the investigation; or by making false statements to investigators and/or by threatening, harassing or intimidating any party to prevent it from disclosing its knowledge of matters relevant to the investigation or from pursuing the investigation; or by impeding the Bank’s rights of audit or access to information;

v. **Debarment/Banning**

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

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

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

- Vendors who have not responded to requests for quotation/tenders consecutively three times without furnishing valid reasons, if mandated in the empanelment contract (if applicable);
- Repeated non-performance or performance below specified standards (including after sales services and maintenance services etc.);

- Vendors undergoing process for removal from empanelment/participation in procurement process or banning/debarment may also be put on a holiday listing during such proceedings.

(b) Debarment from participation including removal from empaneled list

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

- Without prejudice to the rights of the Bank under Clause 39 " *CODE OF INTEGRITY AND DEBARMENT/BANNING* " sub-clause (i) hereinabove, if a Bidder is found by the Bank to have directly or indirectly or through an agent, engaged or indulged in any corrupt/fraudulent/coercive/undesirable or restrictive practices during the bidding Process, such Bidder shall not be eligible to participate in any EOI/RFE or any other procurement initiated by the Bank during a period of 2 (two) years from the date of debarment.
- Vendor fails to abide by the terms and conditions or to maintain the required technical/operational staff/equipment or there is change in its production/service line affecting its performance adversely, or fails to cooperate or qualify in the review for empanelment;
- If Vendor ceases to exist or ceases to operate in the category of requirements for which it is empaneled;
- Bankruptcy or insolvency on the part of the vendor as declared by a court of law; or
- Banning by Ministry/Department or any other Government agency;
- Other than in situations of force majeure, technically qualified Bidder withdraws from the procurement process or after being declared as successful bidder: (i) withdraws from the process; (ii) fails to enter into a Contract; or (iii) fails to provide performance guarantee or any other document or security required in terms of the RFE documents;
- If the Central Bureau of Investigation/CVC/C&AG or Vigilance Department of the Bank or any other investigating agency recommends such a course in respect of a case under investigation;

- Employs a Government servant or the Bank's Officer within two years of his retirement, who has had business dealings with him in an official capacity before retirement; or
- Any other ground, based on which the Bank considers, that continuation of Contract is not in public interest.
- If there is strong justification for believing that the partners/directors/proprietor/agents of the firm/company has been guilty of violation of the code of integrity or Integrity Pact (wherever applicable), evasion or habitual default in payment of any tax levied by law; etc.

(c) Banning from Ministry/Country-wide procurements

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

35. TERMINATION FOR DEFAULT:

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

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

- ii. In the event the Bank terminates the Contract in whole or in part for the breaches attributable to Service Provider, the Bank may procure, upon such terms and in such manner as it deems appropriate, Services similar to those

undelivered, and subject to limitation of liability clause of this RFE Service Provider shall be liable to the Bank for any increase in cost for such similar Services. However, Service Provider shall continue performance of the Contract to the extent not terminated.

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

36. FORCE MAJEURE:

- i. Notwithstanding the provisions of terms and conditions contained in this RFE/RFQ, neither party shall be liable for any delay in in performing its obligations herein if and to the extent that such delay is the result of an event

of Force Majeure.

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

37. TERMINATION FOR INSOLVENCY:

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

38. TERMINATION FOR CONVENIENCE:

- i. The Bank, by written notice of not less than 90 (ninety) days, may terminate the Contract or respective Purchase Orders, in whole or in part, for its convenience, provided same shall not be invoked by the Bank before completion of half of the total Contract period (including the notice period).

- ii. In the event of termination of the Agreement or respective Purchase Orders for the Bank's convenience, Service Provider shall be entitled to receive payment for the Services rendered (delivered) up to the effective date of termination.

39. DISPUTES RESOLUTION:

- i. All disputes or differences whatsoever arising between the parties out of or in connection with the Contract (including dispute concerning interpretation) or in discharge of any obligation arising out of the Contract (whether during the progress of work or after completion of such work and whether before or after the termination of the Contract, abandonment or breach of the Contract), shall be settled amicably. If, however, the parties are not able to solve them amicably within 30 (Thirty) days after the dispute occurs, as evidenced through the first written communication from any Party notifying the other regarding the disputes, the same shall be referred to and be subject to the jurisdiction of competent Civil Courts of Mumbai only. The Civil Courts in Mumbai, Maharashtra shall have exclusive jurisdiction in this regard.
- ii. Service Provider shall continue work under the Contract during the dispute resolution proceedings unless otherwise directed by the Bank or unless the matter is such that the work cannot possibly be continued until the decision of the competent court is obtained.

40. GOVERNING LANGUAGE:

The governing language shall be English.

41. APPLICABLE LAW:

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

42. TAX DEDUCTION AT SOURCE:

- i. Wherever the laws and regulations require deduction of such taxes at the source of payment, the Bank shall effect such deductions from the payment due to Service Provider under the respective RFQ. The remittance of amounts so deducted and issuance of certificate for such deductions shall be made by the Bank as per the laws and regulations for the time being in

force. Nothing in the Contract shall relieve Service Provider from his responsibility to pay any tax that may be levied in India on income and profits made by Service Provider in respect of this Contract.

- ii. Service Provider's staff, personnel and labour will be liable to pay personal income taxes in India in respect of such of their salaries and wages as are chargeable under the laws and regulations for the time being in force, and Service Provider shall perform such duties in regard to such deductions thereof as may be imposed on him by such laws and regulations.
- iii. Bank will deduct TDS at applicable rate while making payment under GST Act 2017 and Income Tax Act 1961.
- iv. All expenses, stamp duty and other charges/ expenses in connection with the execution of the Agreement any addendum/ amendment thereto as a result of this RFP/ RFQs process shall be borne by Service Provider. The Agreement/ Contract any addendum/ amendment thereto would be stamped as per Maharashtra Stamp Act, 1958 and any amendment thereto.

43. TENDER FEE:

The same should be furnished by the Bidders in the form of Demand Draft/ Bankers' Cheque as mentioned in part II. The Bids without tender fee will not be considered valid.

The completed proposal has to be submitted along with the requisite enclosures and demand draft of Rs. 10,000/- towards fee of RFE (non-refundable) favoring "State Bank of India" payable in Mumbai.

44. EXEMPTION OF TENDER FEE:

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

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

Bidders may please note:

- i. NSIC certificate/ Udyog Aadhar Memorandum/ Udyam Registration Certificate should cover the items tendered to get /tender fee exemption. Certificate/ Memorandum should be valid as on due date / extended due

date for Bid submission.

- ii. "Start-up" company should enclose the valid Certificate of Recognition issued by Department for Promotion of Industry and Internal Trade (DPIIT), (erstwhile Department of Industrial Policy and Promotion), Ministry of Commerce & Industry, Govt. of India with the technical bid.
- iii. *Start-ups which are not under the category of MSE shall not be eligible for exemption of tender fee.
- iv. Bidder who solely on its own, fulfils each eligibility criteria condition as per the RFE terms and conditions and who are having MSE or Start-up company status, can claim exemption for tender fee.
- v. If all these conditions are not fulfilled or supporting documents are not submitted with the technical Bid, then all those Bids without tender fees will be summarily rejected and no queries will be entertained.

45. NOTICES:

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



BUSINESS RULE DOCUMENT

ONLINE E-TENDER FOR EMPANELMENT OF VIDEO PRODUCTION AGENCIES

A. Business rules for E-tendering:

1. Only Service Providers who fulfilled the prequalification criteria shall be eligible to participate.
2. Bank will engage the services of an e-tendering Service Provider who will provide necessary training and assistance before commencement of online bidding on Internet.
3. In case, there is any change in e-tendering Service Provider, the Bank will inform the qualified bidders suitably at appropriate time.
4. Business rules like event date, closing and opening time etc. will be communicated through Service Provider for compliance.
5. Bidders have to send by email, the compliance form in the prescribed format (provided by Service Provider), before start of e-tendering without which, bidders will not be eligible to participate in the bidding process.
6. E-tendering will be conducted on the scheduled date & time.
7. The e-tendering will be treated as closed only when the bidding process gets closed in all respects for the items listed in the tender.

B. Terms & Conditions of E-tendering:

Bank shall finalize the tender through e-tendering mode for which M/s. e-Procurement Technologies Ltd. has been engaged by the Bank as an authorized Service Provider. Please go through the guidelines given below and submit your acceptance to the same along with your bid.

1. E-tendering shall be conducted by the Bank through M/s. e-Procurement Technologies Ltd., on pre-specified date. While the bidders shall be quoting from their own offices / place of their choice, internet connectivity and other paraphernalia requirements shall have to be ensured by the bidders themselves. In the event of failure of their internet connectivity, (due to any reason whatsoever it may be) it is the bidders' responsibility.

2. In order to ward-off such contingent situation, bidders are requested to make all the necessary arrangements / alternatives such as back-up power supply etc. whatever required so that they can circumvent such situation and still be able to participate in the e-tendering successfully.
3. Failure of power at the premises of the bidder(s) during the e-tendering cannot be the cause for not participating in the e-tendering. On account of this, the time for the e-tendering will not be extended and the Bank shall not be responsible for such eventualities.
4. M/s. e-Procurement Technologies Ltd., Ahmedabad shall arrange to train bidders' nominated person(s), without any cost to the bidders. They shall also explain bidders all the rules related to the e-tendering. Bidders are required to give their compliance on it before start of bid process.
5. **BIDDING CURRENCY AND UNIT OF MEASUREMENT:** Bidding will be conducted in Indian currency & Unit of Measurement will be displayed in online e-tendering.
6. **BID PRICE:** The bidder must quote the rate as per the tender document provided by the Bank or their appointed Architect.
7. **VALIDITY OF BIDS:** The bid price shall be firm for a period specified in the tender document and shall not be subjected to any change whatsoever.

Procedure of E-tendering:

Online e-tendering:

- a) The Technical as well as Price Bids will be available on the e-tender portal during the period specified in the NIT.
- b) In the price bidding form, made available in the e-tender portal, the bidders will be required to fill-in their item-wise rates for each item.
- c) The bidders are advised not to wait till the last minute to submit their online item-wise quote in the price bid to avoid complications related with internet connectivity, network problems, system crash down, power failure, etc.
- d) It is mandatory to all the bidders participating in the price bid to quote their rates for each and every item.
- e) In case, the bidder(s) fails to quote their rates for any one or more tender items, their tender shall be treated as **"Incomplete Tender"** and shall be liable for rejection.

8. LOG IN NAME & PASSWORD: Each bidder is assigned a Unique Username & Password by M/s. e-Procurement Technologies Ltd., Ahmedabad. The bidders are requested to change the password after the receipt of initial password from M/s. e-Procurement Technologies Ltd., Ahmedabad. All bids made from the Login ID given to the bidder will be deemed to have been made by the bidder.
9. BIDS PLACED BY BIDDER: Bids will be taken as an offer to execute the work as specified. Bids once made, cannot be cancelled / withdrawn and the Bidder shall be bound to execute the work at the quoted bid price. In case the Successful Bidder backs out or fail to complete the work as per the rates quoted, the Bank shall be at liberty to take action as deemed necessary including de-paneling such bidders and forfeiting their EMD.
10. At the end of the e-tendering, the Bank will decide upon the winner. The Bank's decision on award of contract shall be final and binding on all the bidders.
11. Bank shall be at liberty to cancel the e-tendering process / tender at any time, before ordering, without assigning any reason.
12. Bank shall not have any liability to bidders for any interruption or delay in access to the site irrespective of the cause.
13. Other terms and conditions shall be as per your technical and commercial offers and other correspondences till date.
14. OTHER TERMS & CONDITIONS:
 - a. The bidder shall not involve himself or any of his representatives in price manipulation of any kind directly or indirectly by communicating with other suppliers / bidders.
 - b. The bidder shall not divulge either his bids or any other exclusive details of the Bank to any other party.
 - c. Bank decision on award of contract shall be final and binding on all the bidders.
 - d. Bank reserve their rights to extend, reschedule or cancel any e-tendering within its sole discretion.

- e. Bank or its authorized Service Provider M/s. e-Procurement Technologies Ltd., Ahmedabad shall not have any liability to the bidders for any interruption or delay in access to the site irrespective of the cause.
- f. Bank or its authorized Service Provider M/s. e-Procurement Technologies Ltd., Ahmedabad is not responsible for any damages, including damages that result from, but are not limited to negligence.
- g. Bank or its authorized service M/s. e-Procurement Technologies Ltd., Ahmedabad will not be held responsible for consequential damages, including but not limited to systems problems, inability to use the system, loss of electronic information etc.

N.B.

- All the Bidders are required to submit the following Process Compliance Statement duly signed to M/s. e-Procurement Technologies Ltd., Ahmedabad.
- All the bidders are requested to ensure that they have a valid digital signature certificate well in advance to participate in the online event.

PROCESS COMPLIANCE STATEMENT

(The bidders are required to print this on their company's letter head and sign, stamp before emailing)

M/s. e-Procurement Technologies Ltd.
B-704, Wall Street - II,
Opp. Orient Club, Nr. Gujarat College,
Ahmedabad - 380 006. Gujarat State, India.

Dear Sir,

AGREEMENT TO THE PROCESS RELATED TERMS AND CONDITIONS FOR THE ONLINE E-TENDERING FOR EMPANELMENT OF VIDEO PRODUCTION SERVICES FOR SBI

This has reference to the terms & conditions for the e-tendering mentioned in the tender document, this letter is to confirm that:

- 1) The undersigned is authorized representative of the company.
- 2) We have studied the Business rules governing the e-tendering as mentioned in RFE of the Bank as well as this document and confirm our agreement to them.
- 3) We also confirm that we have taken the training on the e-tendering tool and have understood the functionality of the same thoroughly.
- 4) We confirm that the Bank and M/s. e-Procurement Technologies Ltd shall not be liable & responsible in any manner whatsoever for my/our failure to access & bid on the e-tendering platform due to loss of internet connectivity, electricity failure, virus attack, problems with the PC, any other unforeseen circumstances etc. before or during the e-tendering event.
- 5) We confirm that we have a valid digital signature certificate issued by a valid Certifying Authority.
- 6) We hereby confirm that we will honour the bids placed by us during the e-tendering process.
- 7) We confirm that we are the Service Providers/Vendors/Service Providers for the captioned job. In the eventuality of any information found incorrect at any stage of the tender, we hereby authorise the Bank to disqualify/reject our tender without notice and take further action as deemed fit.

With regards,

Date:

Signature with company seal

Name:

Company / Organization:

Designation within Company / Organization:

Address of Company / Organization:

Part-II

Appendix –A

BID FORM (TECHNICAL BID)

[On Company's letter head]

Date: _____

To:

General Manager
(CC&M)
Corporate Centre,
9th Floor State Bank Bhavan,
Madam Cama Road,
Nariman Point, Mumbai -400021

Dear Sir,

Ref: RFE No. CC/M&C/2024-25/1 dated 09.09.2024

We have examined the above RFE, the receipt of which is hereby duly acknowledged and subsequent pre-bid clarifications/ modifications / revisions, if any, furnished by the Bank and we offer to provide Services detailed in this RFE. We shall abide by the terms and conditions spelt out in the RFE.

i. While submitting this Bid, we certify that:

- The undersigned is authorized to sign on behalf of the Bidder and the necessary support document delegating this authority is enclosed to this letter.
- We declare that we are not in contravention of conflict of interest obligation mentioned in this RFE.
- We have not induced or attempted to induce any other Bidder to submit or not to submit a Bid for restricting competition.

ii. We undertake that, in competing for (and, if the award is made to us, in executing) the above contract, we will strictly observe the laws against fraud and corruption in force in India namely "Prevention of Corruption Act 1988".

- iii. We undertake that we will not offer, directly or through intermediaries, any bribe, gift, consideration, reward, favour, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any official of the Bank, connected directly or indirectly with the bidding process, or to any person, organisation or third party related to the contract in exchange for any advantage in the bidding, evaluation, contracting and implementation of the contract.
- iv. We undertake that we will not resort to canvassing with any official of the Bank, connected directly or indirectly with the bidding process to derive any undue advantage. We also understand that any violation in this regard, will result in disqualification of bidder from further bidding process.
- v. It is further certified that the contents of our Bid are factually correct. We have not sought any deviation to the terms and conditions of the RFE. We also accept that in the event of any information / data / particulars proving to be incorrect, the Bank will have right to disqualify us from the RFE without prejudice to any other rights available to the Bank.
- vi. We certify that while submitting our Bid document, we have not made any changes in the contents of the RFE document, read with its amendments/clarifications provided by the Bank.
- vii. We agree to abide by all the RFE terms and conditions, contents of Service Level Agreement as per template available at **Appendix-G** of this RFE, which shall remain binding upon us.
- viii. Till execution of a formal contract, the RFE, along with the Bank's notification of award by way of issuance of purchase order and our acceptance thereof, would be binding contractual obligation on the Bank and us.
- ix. We understand that you are not bound to accept any Bid you may receive and you may reject all or any Bid without assigning any reason or giving any explanation whatsoever.
- x. We hereby certify that our name does not appear in any "Caution" list of RBI / IBA or any other regulatory body for outsourcing activity.
- xi. We hereby certify that on the date of submission of Bid for this RFE, we do not have any past/ present litigation which adversely affect our participation in this RFE or we are not under any debarment/blacklist period for breach of contract/fraud/corrupt practices by any Scheduled Commercial Bank/ Public Sector Undertaking/ State or Central Government or their agencies/departments. We also certify that we have not been disqualified / debarred / terminated on



account of poor or unsatisfactory performance and/or blacklisted by any Scheduled Commercial Bank / Public Sector Undertaking / State or Central Government or their Agencies / Departments at any time, during the last 3 years.

- xii. We hereby certify that on the date of submission of Bid, we do not have any Service Level Agreement pending to be signed with the Bank for more than 6 months from the date of issue of purchase order.
- xiii. We hereby certify that we have read the clauses contained in O.M. No. 6/18/2019-PPD, dated 23.07.2020 order (Public Procurement No. 1), order (Public Procurement No. 2) dated 23.07.2020 and order (Public Procurement No. 3) dated 24.07.2020 along with subsequent Orders and its amendment thereto regarding restrictions on procurement from a bidder of a country which shares a land border with India. We further certify that we are not from such a country or if from a country, has been registered with competent authority (where applicable evidence of valid certificate to be attached). We certify that we fulfil all the requirements in this regard and are eligible to participate in this RFE.
- xiv. If our Bid is accepted, we undertake to enter into and execute at our cost, when called upon by the Bank to do so, a contract in the prescribed form and we shall be solely responsible for the due performance of the contract.
- xv. We, further, hereby undertake and agree to abide by all the terms and conditions stipulated by the Bank in the RFE document.

Dated this day of 2024

(Signature)

(Name)

(In the capacity of)

Duly authorised to sign Bid for and on behalf of

Seal of the company.

Appendix-B

Bidder's Eligibility Criteria

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

| S. No. | Eligibility Criteria | Compliance (Yes/No) | Documents to be submitted |
|--------|--|---------------------|--|
| 1. | The Bidder must be an Indian firm / company/ organization registered under applicable Act in India since at least 5 years. | Yes/No | Copy of the Partnership deed/Bye Law/ Certificate of Incorporation issued by Registrar of Companies along with Memorandum & Articles of Association and full address of the registered office. |
| 2. | The Bidder must have experience of at least 5 years in production of shoot-based videos as on 31.03.2024. | Yes/No | Certificate/ communication by the client for completion of video production. |
| 3. | The Bidder must have a minimum average turnover of Rs. 5 crores during the Financial years 2020-21, 2021-22 and 2022-23. | Yes/No | Copy of the Audited Balance Sheet along with Profit and Loss statement for FY 2020-21, 2021-22 and 2022-23. |
| 4. | The Bidder should be profitable organization (based on PAT) for the 3 financial years namely 2020-21, 2021-22 and 2022-23. | Yes/No | Copy of the Audited Balance Sheet along with Profit and Loss statement for FY 2020-21, 2021-22 and 2022-23. |
| 5. | The bidder should have provided shoot-based video production service to at least 5 different organizations in the 3 years i.e. 2020-21, 2021-22 and 2022-23. | Yes/No | Copy of the Agreement with the clients or Undertaking from clients on client's letterhead or Purchase Order from client. |
| 6. | The bidder should have at developed at least 5 shoot based videos in the 3 years i.e. FY 2020-21, FY 2021-22 and FY 2022-23. | Yes/No | Release Order issued by the client and the communication/certificate from the client confirming the completion of shoot-based video productions. |

| | | | |
|----|---|--------|---|
| 7. | The bidder should have capabilities to develop any kind of videos (Shoot based/ 2D animation/3D animation, stock images/videos based/CGI or any other latest technology etc) with or without voice over along with music including but not limited to original music for various requirements applicable to product ads, tutorials, launch videos, occasion-based videos, digital content video etc depending on the requirement raised by the Bank. | Yes/No | A self-declaration on the bidder's letter head duly signed by the authorized signatory to be submitted. |
| 8. | Bidders should not be under debarment/blacklist period for breach of contract/fraud/corrupt practices by any Scheduled Commercial Bank/ Public Sector Undertaking / State or Central Government or their agencies/ departments on the date of submission of bid for this RFP and also certify that they have not been disqualified / debarred / terminated on account of poor or unsatisfactory performance and/or blacklisted by any Scheduled Commercial Bank / Public Sector Undertaking / State or Central Government or their Agencies / Departments at any time, during the last 3 years. | Yes/No | Bidder should specifically certify in Appendix A in this regard. |
| 9. | The Bidder should not have any Service Level Agreement pending to be signed with the Bank for more than 6 months from the date of issue of purchase order issued by any of the Department of SBI as on the date of Bid submission. | Yes/No | Bidder should specifically certify in Appendix A in this regard. |

| | | | |
|-----|--|--------|--|
| 10. | The bidder should have their own full-fledged office at Mumbai. Office at other major centres(s) viz. New Delhi/ Hyderabad / Bengaluru/ Chennai/Thiruvananthapuram etc may also be considered provided the bidder is able to provide services to the Bank in Mumbai as well. | Yes/No | A copy of latest Landline MTNL or BSNL phone bill / Electricity bill/ Registration with Shops and Establishment Dept. / Registered rent or lease agreement in the name of bidder. |
| 11. | Past/present litigations, disputes, if any (Adverse litigations could result in disqualification, at the sole discretion of the Bank) | | Brief details of litigations, disputes related to product/services being procured under this RFP or infringement of any third party Intellectual Property Rights by prospective Bidder/ OEM or disputes among Bidder's board of directors, liquidation, bankruptcy, insolvency cases or cases for debarment/blacklisting for breach of contract/fraud/corrupt practices by any Scheduled Commercial Bank/ Public Sector Undertaking / State or Central Government or their agencies/ departments or any such similar cases, if any are to be given on Company's letter head. |
| 12. | The Bidder must comply with the requirements contained in O.M. No. 6/18/2019-PPD, dated 23.07.2020 order (Public Procurement No. 1), order (Public Procurement No. 2) dated 23.07.2020 and order (Public Procurement No. 3) dated 24.07.2020 and amendment thereto | | Bidder should specifically certify in Appendix A in this regard and provide copy of registration certificate issued by competent authority wherever applicable. |

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

Bidder. Relevant portions, in the documents submitted in pursuance of eligibility criteria, should be highlighted.

Eligibility criteria mentioned at SI No 2 & 3 in table above are relaxed for Startups subject to their meeting of quality and technical specifications. Bidder to note the followings:

- i. Start-up” company should enclose the valid Certificate of Recognition issued by Department for Promotion of Industry and Internal Trade (DPIIT), (erstwhile Department of Industrial Policy and Promotion), Ministry of Commerce & Industry, Govt. of India with the technical bid.
- ii. Bidder who solely on its own, fulfils each eligibility criteria condition as per the RFP terms and conditions and who are having Start-up company status, can claim exemption for eligibility criteria mentioned at SI No 2 & 3 in table above.
- iii. If all these conditions are not fulfilled or supporting documents are not submitted with the technical Bid, then all those Bids will be summarily rejected, and no queries will be entertained.

Name & Signature of authorised signatory

Seal of Company

Appendix-C

Technical Evaluation Criteria**Part – A**

| S. No. | Evaluation parameters | Criteria | Assigned marks | Max Score |
|--------|---|-------------------------------|----------------|-----------|
| 1. | Years of Experience in shoot based Video Production | More than 7 years | 10 | 10 |
| | | More than 5 years to 7 Years | 8 | |
| | | 5 years | 5 | |
| 2. | Average Annual Turnover in 3 years i.e. FY 2020-21, 2021-22 and 2022-23 (In Rupees) | More than 10 crore | 10 | 10 |
| | | More than 7 crore to 10 crore | 8 | |
| | | 5 crore to 7 crore | 5 | |
| 3. | Total No. of Clients in the last three years i.e. FY 2020-21, 2021-22 and 2022-23 | More than 10 clients | 10 | 10 |
| | | 6 to 10 clients | 8 | |
| | | 5 clients | 5 | |
| 4. | Total No. of Video production completed in the in the last three years i.e. FY 2020-21, 2021-22 and 2022-23 | More than 10 videos | 10 | 10 |
| | | 6 Videos to 10 videos | 8 | |
| | | 5 Videos | 5 | |
| | Total | | | 40 |

The bidders who score at least 50% (i.e. 20 marks) in the Part A of the Technical Evaluation will be shortlisted for the presentation.

In case if exemption in experience and turnover criteria to MSMEs/Start Ups, the marks scored in other parameters will be normalized to arrive at the total score out of 40.

Part - B: Presentation

The topic for the presentation will be advised to the eligible bidders. The presentation will be evaluated on the following parameters:

| S. No. | Criteria | Assigned Marks | Max Score |
|--------|--|----------------|-----------|
| i. | How relevant the bidder is in Today's scenario | 20 | 60 |
| ii. | Competitive edge of the bidder vis-vis the competition | 20 | |
| iii | How will the bidder add value to SBI | 20 | |

The final score will be calculated as per the scores obtained in Part – A and Part – B.

The H1, H2, H3 and H4, i.e. the top 4 bidders scoring highest marks based on the evaluation will be empaneled. In the event of tie in scores among the bidders, the Bank reserves the right to increase the number of successful bidders.

Appendix-D**Bidder Details**

Details of the Bidder

| S. No. | Particulars | Details |
|--------|---|---------|
| 1. | Name | |
| 2. | Date of Incorporation and / or commencement of business | |
| 3. | Certificate of incorporation | |
| 4. | Brief description of the Bidder including details of its main line of business | |
| 5. | Company website URL | |
| 6. | Company Pan Number | |
| 7. | Company GSTIN Number | |
| 8. | Particulars of the Authorized Signatory of the Bidder a) Name b) Designation c) Address d) Phone Number (Landline) e) Mobile Number f) Fax Number g) Email Address | |

Name & Signature of authorised signatory**Seal of Company**

Scope of Work

Production of Corporate Video in English, Hindi & Regional languages (dubbing required for both Hindi & Regional languages), in digital format of resolution and time as required for various purpose.

Agency/Bidder will be responsible to meet the post-production charges such as: Studio hire for editing charges, Motion graphics Animation charges, Music composition and voiceover charges (English, Hindi and Regional languages), cinema and TV edits and any other related charges.

Editing: Editing is to be done in digital non-linear set up with graphics and animation workstation in addition to music and narration. Use of special effects shall be done in the video wherever required.

The production should be of extremely high quality, meeting the industry standards. Competent and approved talent/voices should be used.

Appropriate use of modern editing techniques including rendering of text/visuals, multi-layering, compositing, chromo key, special effects etc. should be made to make the film visually very rich.

TVC AD FILMS/ DIGITAL FILMS:**Pre-Production:**

- Concept, Story & Screenplay with Dialogue.
- Story board based on script to finalise the shots exactly to be shown in film.
- Based on story board, designing shooting locations, costume design and character designs.
- Finalising project technicians like Directors, Cinematographers, Production Designer, Costume designer, Makeup-hairstylist, editor, music director, post production studios and other production departments.
- Charting for shoot, finalising locations by location hunt, production design properties, casting for characters, finalising light unit vendors, camera unit vendors and camera equipment vendors.

Production

- Hiring specified camera based on the film budget and content.
- Hiring light unit, quantity of lights based on the film subject and budget.
- Hiring camera equipment's like Track n trolley, jimmy jib, handheld rigs, cranes, special lights, gimbals, drones, motion capture equipment's, camera

grips, dolly, vehicle grips and special cameras based on the subject and budget of the film.

- Casting actors based on number of characters in the subject.
- Finalising crew numbers based on the subject and budget of the film.
- All other relevant equipments/personnel required for the video production.

Post Production:

- Editing of the film.
- Background music of the film.
- Dubbing artists based on the number of characters in the film and voice over artists if required based on the subject.
- Sound effects based on the subject.
- Sound mixing.
- CG/3d/2d/ title graphics based on the film subject.
- D.I. (colour correction) of the film.
- Voice over and languages for translation of audios.
- All video formats e.g. mp4,/mxf/mov etc or any other relevant format to be provided.

3D ANIMATION FILMS:

- Concept, Story & Screenplay with Dialogue.
- Story board based on script to finalise the shots exactly to be shown in film.
- Based on story board and script, designing characters, background, production design, animation.
- Rough film video with storyboard stills and voice to get an idea on shots, duration of the film.
- Creating 3d character models once character design finalises.
- Creating background 3d models once background finalise.
- Texturing for character models and BG models
- Rigging for 3d character models once model finalise.
- Rigging for background once background finalise.
- Lighting setup for the scenes.
- Character animation process starts once character model and rigging finalise.
- Animations to be done based on the finalised shots/ camera angle.
- Compositing character 3d models and 3d background.
- Adding special effects, particles if needed based on the quality and subject of the film.
- Final background music once animation done.
- Final voice over dubbing once final animation done.
- Final editing once animation done.

- Final rendering once animation film is approved by SBI.
- Rendering based on the SBI output requirement like Full HD, HD and any other format if required.
- Voice over and languages for translation of audios.

2D ANIMATION FILMS:

- Concept, Story & Screenplay with Dialogue.
- Story board based on script to finalise the shots exactly to be shown in film.
- Based on story board and script, designing characters, background, production design, animation.
- Rough film video with storyboard stills and voice to get an idea on shots, duration of the film.
- Creating 2d character models once character design finalised.
- Creating background once background finalise.
- Rigging for 2d character models once model finalise.
- Rigging for background once background finalise.
- Character animation process starts once character model finalise.
- Animations to be done based on the finalised shots/ camera angle.
- Compositing character models and background.
- Adding special effects, particles if needed based on the quality and subject of the film.
- Final background music once animation done.
- Final voice over dubbing once final animation done.
- Final editing once animation done.
- Final rendering once animation film is approved by SBI.
- Rendering based on the SBI output requirement like Full HD, HD and any other format if required.
- Voice over and languages for translation of audios.
- The scope also includes videos that may be created using stock videos/images.

Above list is only indicative and expands to any other work under the respective RFQ that relates to production of a video. Empaneled agencies must undertake and deliver any other video related aspect that SBI may require.

Appendix–F

Other terms and Penalties

1. If Any damage caused to the reputation of the bank due to any mismanagement in the video production or execution of the services by the agency or its subcontractors, it will be liable to pay 5 times the cost mentioned in the Purchase Order of the video production to the bank within 15 days or else bank will take legal action against the agency.
2. If the agency uses the brand/name of the bank for any other commercial purpose without its permission, agency will be liable to pay the penalties imposed by the bank without prejudice to the Bank right to recover damages or losses.
3. If the agency after taking up the work for a video, leaves it in incomplete due to any reason, the agency would have to pay 2 times the cost mentioned in the Purchase Order of the video production/campaign to the bank.
4. The agency will have to coordinate and make all the necessary arrangements associated with celebrity/Brand Ambassador of the Bank.



Service Level Agreement

NON-DISCLOSURE AGREEMENT

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

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

And

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

And Whereas

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

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

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

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

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

2. **Restrictions**

- (a) Each party shall treat as confidential the Contract and any and all information (“confidential information”) obtained from the other pursuant to the Contract and shall not divulge such information to any person (except to such party’s “Covered Person” which term shall mean employees, contingent workers and professional advisers of a party who need to know the same) without the other party’s written consent provided that this clause shall not extend to information which was rightfully in the possession of such party prior to the commencement of the negotiations leading to the Contract, which is already public knowledge or becomes so at a future date (otherwise than as a result of a breach of this clause). Receiving Party will have executed or shall execute appropriate written agreements with Covered Person, sufficient to

enable it to comply with all the provisions of this Agreement. If Service Provider appoints any Sub-Contractor (if allowed) then Service Provider may disclose confidential information to such Sub-Contractor subject to such Sub Contractor giving the Bank an undertaking in similar terms to the provisions of this clause. Any breach of this Agreement by Receiving Party's Covered Person or Sub-Contractor shall also be constructed a breach of this Agreement by Receiving Party.

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

3. **Rights and Remedies**

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

injunctive or equitable relief as may be deemed proper by a Court of competent jurisdiction.

- i. Suspension of access privileges
 - ii. Change of personnel assigned to the job
 - iii. Termination of contract
- (d) Disclosing Party may visit Receiving Party's premises, with reasonable prior notice and during normal business hours, to review Receiving Party's compliance with the term of this Agreement.

4. **Miscellaneous**

- (a) All Confidential Information and Confidential Materials are and shall remain the sole and of Disclosing Party. By disclosing information to Receiving Party, Disclosing Party does not grant any expressed or implied right to Receiving Party to disclose information under the Disclosing Party's patents, copyrights, trademarks, or trade secret information.
- (b) Confidential Information made available is provided "As Is," and disclosing party disclaims all representations, conditions and warranties, express or implied, including, without limitation, representations, conditions or warranties of accuracy, completeness, performance, fitness for a particular purpose, satisfactory quality and merchantability provided same shall not be construed to include fraud or wilful default of disclosing party.
- (c) Neither party grants to the other party any license, by implication or otherwise, to use the Confidential Information, other than for the limited purpose of evaluating or advancing a business relationship between the parties, or any license rights whatsoever in any patent, copyright or other intellectual property rights pertaining to the Confidential Information.
- (d) The terms of Confidentiality under this Agreement shall not be construed to limit either party's right to independently develop or acquire product without use of the other party's Confidential Information. Further, either party shall be free to use for any purpose the residuals resulting from access to or work with such Confidential Information, provided that such party shall maintain the confidentiality of the Confidential Information as provided herein. The term "residuals" means information in non-tangible form, which may be retained by person who has had access to the Confidential Information, including ideas, concepts, know-how or techniques contained therein. Neither party shall have any obligation to limit or restrict the assignment of such persons or to pay royalties for any work resulting from the use of

residuals. However, the foregoing shall not be deemed to grant to either party a license under the other party's copyrights or patents.

- (e) This Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof. It shall not be modified except by a written agreement dated subsequently to the date of this Agreement and signed by both parties. None of the provisions of this Agreement shall be deemed to have been waived by any act or acquiescence on the part of Disclosing Party, its agents, or employees, except by an instrument in writing signed by an authorized officer of Disclosing Party. No waiver of any provision of this Agreement shall constitute a waiver of any other provision(s) or of the same provision on another occasion.
- (f) . This Agreement shall be governed by and construed in accordance with the laws of Republic of India. Each Party hereby irrevocably submits to the exclusive jurisdiction of the courts of Mumbai.
- (g) Subject to the limitations set forth in this Agreement, this Agreement will inure to the benefit of and be binding upon the parties, their successors and assigns.
- (h) If any provision of this Agreement shall be held by a court of competent jurisdiction to be illegal, invalid or unenforceable, the remaining provisions shall remain in full force and effect.
- (i) The Agreement shall be effective from _____ ("Effective Date") and shall be valid for a period of three year(s) thereafter (the "Agreement Term"). The foregoing obligations as to confidentiality shall survive the term of this Agreement and for a period of five (5) years thereafter provided confidentiality obligations with respect to individually identifiable information, customer's data of Parties or software in human-readable form (e.g., source code) shall survive in perpetuity.

5. **Suggestions and Feedback**

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



however, affect either party's obligations hereunder with respect to Confidential Information of other party.

Dated this _____ day of _____ (Month) 2024 at _____(place)

For and on behalf of _____

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

For and on behalf of _____

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



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

| Vendor Name | Sl. No | RFE Page No | RFE Clause No. | Existing Clause | Query/Suggestions |
|--------------------|---------------|--------------------|-----------------------|------------------------|--------------------------|
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PRE CONTRACT INTEGRITY PACT
(TO BE STAMPED AS AN AGREEMENT)

General

This pre-Bid pre-contract Agreement (hereinafter called the Integrity Pact) is made on _____ day of the month of _____ 2024 , between, on the one hand, the State Bank of India a body corporate incorporated under the State Bank of India Act, 1955 having its Corporate Centre at State Bank Bhavan, Nariman Point, Mumbai through its Marketing & Communications Department, (hereinafter called the "BUYER", which expression shall mean and include, unless the context otherwise requires, its successors) of the First Part

And

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

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

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

NOW, THEREFORE,

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

- Enabling the BUYER to obtain the desired service / product at a competitive price in conformity with the defined specifications by avoiding the high cost and the distortionary impact of corruption on public

procurement; and

- Enabling BIDDERS to abstain from bribing or indulging in any corrupt practice in order to secure the contract by providing assurance to them that their competitors will also abstain from bribing and other corrupt practices and the BUYER will commit to prevent corruption, in any form, by its officials by following transparent procedures.

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

1. Commitments of the BUYER

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

2. Commitments of BIDDERS

- 2.1 The BIDDER commits itself to take all measures necessary to prevent corrupt practices, unfair means and illegal activities during any stage of its Bid or during any pre-contract or post-contract stage in order to secure the contract or in furtherance to secure it and in particular commit itself to the following:

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

practice, unfair means and illegal activities.

- 2.10 The BIDDER shall not use improperly, for purposes of competition or personal gain, or pass on to others, any information provided by the BUYER as part of the business relationship, regarding plans, technical proposals and business details, including information contained in any electronic data carrier. The BIDDER also undertakes to exercise due and adequate care lest any such information is divulged.
- 2.11 The BIDDER commits to refrain from giving any complaint directly or through any other manner without supporting it with full and verifiable facts.
- 2.12 The BIDDER shall not instigate or cause to instigate any third person to commit any of the actions mentioned above.
- 2.13 If the BIDDER or any employee of the BIDDER or any person acting on behalf of the BIDDER, either directly or indirectly, is a relative of any of the officers of the BUYER, or alternatively, if any relative of an officer of the BUYER has financial interest/stake in the BIDDER's firm, the same shall be disclosed by the BIDDER at the time of filing of tender. The term 'relative' for this purpose would be as defined in Section 6 of the Companies Act 1956.
- 2.14 The BIDDER shall not lend to or borrow any money from or enter into any monetary dealings or transactions, directly or indirectly, with any employee of the BUYER.

3. **Previous Transgression**

- 3.1 The BIDDER declares that no previous transgression occurred in the last three years immediately before signing of this Integrity Pact, with any other company in any country in respect of any corrupt practices envisaged hereunder or with any Public Sector Enterprise / Public Sector Banks in India or any Government Department in India or RBI that could justify BIDDER's exclusion from the tender process.
- 3.2 The BIDDER agrees that if it makes incorrect statement on this subject, BIDDER can be disqualified from the tender process or the contract, if already awarded, can be terminated for such reason.

4. **Earnest Money (Security Deposit)**

- 4.1 While submitting commercial Bid, the BIDDER shall deposit an amount (specified in RFE) as Earnest Money/Security Deposit, with the BUYER through any of the mode mentioned in the RFE / Bid document and no such mode is specified, by a Bank Draft or a Pay Order in favour of State Bank of India from any Bank including SBI. However payment of any such amount by way of Bank Guarantee, if so permitted as per Bid documents / RFE should be from any Scheduled Commercial Bank other than SBI and promising payment of the guaranteed sum to the BUYER on

demand within three working days without any demur whatsoever and without seeking any reasons whatsoever. The demand for payment by the BUYER shall be treated as conclusive proof for making such payment to the BUYER.

- 4.2 Unless otherwise stipulated in the Bid document / RFE, the Earnest Money/Security Deposit shall be valid upto a period of five years or the complete conclusion of the contractual obligations to the complete satisfaction of both the BIDDER and the BUYER, including warranty period, whichever is later.
- 4.3 In case of the successful BIDDER a clause would also be incorporated in the Article pertaining to Performance Bond in the Purchase Contract that the provisions of Sanctions for Violation shall be applicable for forfeiture of Performance Bond in case of a decision by the BUYER to forfeit the same-without assigning any reason for imposing sanction for violation of this Pact.
- 4.4 No interest shall be payable by the BUYER to the BIDDER on Earnest Money/Security Deposit for the period of its currency.

5. **Sanctions for Violations**

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

- already made by the BUYER, along with interest.
- (vi) To cancel all or any other Contracts with the BIDDER. The BIDDER shall be liable to pay compensation for any loss or damage to the BUYER resulting from such cancellation/rescission and the BUYER shall be entitled to deduct the amount so payable from the money(s) due to the BIDDER.
 - (vii) To debar the BIDDER from participating in future bidding processes of the BUYER or any of its Subsidiaries for a minimum period of five years, which may be further extended at the discretion of the BUYER.
 - (viii) To recover all sums paid, in violation of this Pact, by BIDDER(s) to any middleman or agent or broker with a view to securing the contract.
 - (ix) Forfeiture of Performance Bond in case of a decision by the BUYER to forfeit the same without assigning any reason for imposing sanction for violation of this Pact.
 - (x) Intimate to the CVC, IBA, RBI, as the BUYER deemed fit the details of such events for appropriate action by such authorities.

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

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

6. **Fall Clause**

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

7. **Independent Monitors**



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

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

8. Facilitation of Investigation

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

9. Law and Place of Jurisdiction

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

10. Other Legal Actions

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

11. Validity

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

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

12. The parties hereby sign this Integrity Pact at ___ on _____

For BUYER
Name of the Officer.
Designation
Office / Department / Branch
State Bank of India.

For BIDDER
Chief Executive Officer/
Authorised Signatory
Designation

Witness

1

2

Witness

1

2