



REQUEST FOR PROPOSAL
FOR EMPANELMENT OF FFMCs FOR LIFTING/SUPPLY OF FOREIGN
CURRENCY NOTES (FCNs)

Ref: SBI:GMUK/01/2024-25 dated: 21/02/2025

Global Markets Unit, Kolkata, Jeevan Sudha Building (16th Floor),
42/C J L Nehru Road, Kolkata - 700 071

1. Schedule of Events

Sl No	Particulars	Remarks
1	Contact details of issuing department (Name, Designation, Mobile No., Email and office address for sending any kind of correspondence regarding this RFP)	Name: Chanchal Kumar Mishra Designation: Deputy General Manager (S & O) Email ID: dgmrecon.fd@sbi.co.in Contact Address: Global Markets Unit, Kolkata, Jeevan Sudha Building (13 th Floor), 42/C J L Nehru Road, Kolkata - 700 071 Contact Number: 9967344253
2	Bid Document Availability including changes/amendments, if any to be issued	RFP may be downloaded from Bank's website https://bank.sbi procurement news from 21-02.2025 to 15-03-2025.
3	Last date for requesting clarification	Upto 18.00 hrs on 01.03.2025 All communications regarding points / queries requiring clarifications shall be given in writing or by e-mail.
4	Pre - bid Meeting at (venue)	From 16.00 hrs to 18.00 hrs on 06.03.2025 at Global Markets Unit, Kolkata or through online meeting
5	Clarifications to queries raised at pre-bid meeting will be provided by the Bank.	On 07-03-2025
6	Last date and time for Bid submission	Upto 19.00 hrs on 15-03-2025
7	Address for submission of Bids	Assistant General Manager (SnP & Ops), State Bank of India, Global Markets Unit, Kolkata, Jeevan Sudha Building (16 th Floor), 42/C J L Nehru Road, Kolkata - 700 071 Email : agmmo.fd@sbi.co.in Contact No: 8757947069
8	Date and Time of opening of Technical Bids	15.00 hrs on 19-03-2025 Authorized representatives of Bidders may be present during opening of the Technical Bids. However, Technical Bids would be opened even in the

		absence of any or all of Bidders representatives.	
9	Opening of Financial Bids	Financial Bid of technically qualified bidders only will be opened.	
10	Earnest Money Deposit	<p>NIL</p> <p>In lieu of EMD, Bidders are required to submit Bid Security Declaration as per Technical Bid Form (Appendix-A).</p> <p>Bids without Bid Security Declaration under Technical Bid (Appendix-A) shall be summarily rejected</p>	
11	Bank Guarantee	Rs.10,00,000/	Performance Security in form of BG should be valid for 3(three) year(s) and 3 (three) months from the effective date of the Contract.

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2. INVITATION TO BID:

State Bank of India (herein after referred to as ‘**SBI/the Bank**’), having its Corporate Centre at Mumbai, various other offices (LHOs/ Head Offices /Zonal Offices/Global Link Services, Global IT Centre, foreign offices etc.) of State Bank of India, branches/other offices, Subsidiaries and Joint Ventures available at various locations and managed by the Bank (collectively referred to as **State Bank Group** or ‘**SBG**’ hereinafter). This Request for Proposal (RFP) has been issued by **the Bank** on behalf of **SBG** for empanelment of Service Providers for lifting / supply of Foreign Currency Notes (FCNs) from / to branches of SBI across the country. The Bank is desirous of empanelling maximum 6 vendors or less for the next three years depending upon its requirement.

- i. In order to meet the service requirements, the Bank proposes to invite Bids from eligible Bidders as per details/scope of work mentioned in **Appendix-E** of this RFP.
- ii. Bidder shall mean any entity (i.e. juristic person) who meets the eligibility criteria given in **Appendix-B** of this RFP and willing to provide the Services as required in this RFP. The interested Bidders who agree to all the terms and conditions contained in this RFP may submit their Bids with the information desired in this RFP. Consortium bidding is not permitted under this RFP.
- iii. Address for submission of Bids, contact details including email address for sending communications are given in Schedule of Events of this RFP.
- iv. The purpose of SBI behind this RFP is to seek a detailed technical and Financial proposal for procurement of the **Services** desired in this RFP.
- v. This RFP document shall not be transferred, reproduced or otherwise used for purpose other than for which it is specifically issued.
- vi. Interested Bidders are advised to go through the entire RFP before submission of Bids to avoid any chance of elimination. The eligible Bidders desirous of taking up the project for providing of proposed **Services** for SBI are invited to submit their technical and commercial proposal in response to this RFP. The criteria and the actual process of evaluation of the responses to this RFP and subsequent selection of the successful Bidder will be entirely at Bank’s discretion. This RFP seeks proposal from Bidders who have the necessary experience, capability & expertise to provide SBI the proposed **Services** adhering to Bank’s requirements outlined in this RFP.

3. DISCLAIMER:

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

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),
- ii. **“Bidder”** means an eligible entity/firm submitting the Bid in response to this RFP.
- iii. **“Bid”** means the written reply or submission of response to this RFP.
- iv. **“The Contract”** means the agreement entered into between the Bank and Service Provider, as recorded in the Contract Form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein.
- v. **“Vendor/Service Provider”** is the successful Bidder found eligible as per eligibility criteria set out in this RFP, whose Bids has been accepted as per the selection criteria set out in the RFP 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 RFP and include provision of technical assistance, training, certifications, auditing and other obligation of Service Provider covered under this RFP.

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 RFP document.

- (a) If any Bidder submits Bid on behalf of Principal, the same Bidder shall not submit a Bid on behalf of another Principal under the RFP.
- (b) Either the Bidder on behalf of Principal or Principal itself is allowed to Bid, however both cannot Bid simultaneously.

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 RFP/PRE-BID MEETING:

- i. Bidder requiring any clarification on RFP may notify the Bank in writing strictly as per the format given in **Appendix-L** at the address/by e-mail within the date/time mentioned in the Schedule of Events.
- ii. A pre-Bid meeting will be held in person or online on the date and time specified in the Schedule of Events which may be attended by the authorized representatives of the Bidders interested to respond to this RFP.
- iii. The queries received (without identifying source of query) and response of the Bank thereof will be posted on the Bank's website or conveyed to the Bidders.
- iv. The Bank reserves the right to amend, rescind or reissue the RFP, at any time prior to the deadline for submission of Bids. The Bank, for any reason, whether, on its own initiative or in response to a clarification requested by a prospective Bidder, may modify the RFP, by amendment which will be made available to the Bidders by way of corrigendum/addendum. The interested parties/Bidders are advised to check the Bank's website regularly till the date of submission of Bid document specified in the Schedule of Events/email and ensure that clarifications / amendments issued by the Bank, if any, have been taken into consideration before submitting the Bid. Such amendments/clarifications, if any, issued by the Bank will be binding on the participating Bidders. Bank will not take any responsibility for any such omissions by the Bidder. The Bank, at its own discretion, may extend the deadline for submission of Bids in order to allow prospective Bidders a reasonable time to prepare the Bid, for taking the amendment into account. Nothing in this RFP

or any addenda/corrigenda or clarifications issued in connection thereto is intended to relieve Bidders from forming their own opinions and conclusions in respect of the matters addresses in this RFP or any addenda/corrigenda or clarifications issued in connection thereto.

- v. No request for change in commercial/legal terms and conditions, other than what has been mentioned in this RFP or any addenda/corrigenda or clarifications issued in connection thereto, will be entertained and queries in this regard, therefore will not be entertained.
- vi. Queries received after the scheduled date and time will not be responded/acted upon.

9. CONTENTS OF BID DOCUMENT:

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

10. EARNEST MONEY DEPOSIT (EMD):

- i. In lieu of EMD, Bidders are required to submit Bid Security Declaration as per Technical Bid Form (Appendix-A). Proposals without Bid Security Declaration under Technical Bid Form (Appendix-A) shall be summarily rejected.

11. BID PREPARATION AND SUBMISSION:

- i. The Bid is to be submitted separately for technical and financial parameters for Lifting/Supply Of Foreign Currency Notes (FCNs) in response to the **RFP No.**

GMUK/01/2024-25 dated 21.02.2025. Documents mentioned below are to submitted duly signed by authorised signatory:

- (a) Index of all the documents, letters, bid forms etc. submitted in response to RFP along with page numbers.
- (b) Bid covering letter/Bid form on the lines of **Appendix-A** on Bidder's letter head.
- (c) 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**.
- (d) Bidder's details as per **Appendix-D** on Bidder's letter head.
- (e) Audited financial statement and profit and loss account statement as mentioned in Part-II.
- (f) 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.
- (g) If applicable, copy of registration certificate issued by competent authority as mentioned in SI No 2 of Eligibility Criteria under Appendix-B.

ii. **Financial Bid** for providing of indicative margins in response to the **RFP No. GMUK/01/2024-25** dated **21.02.2025** should contain only indicative margin strictly on the lines of **Appendix-F**. The Indicative margin must include all the margin components mentioned. Margin are to be quoted in Indian Rupees only.

iii. Bidders may please note:

- (a) The Bidder should quote for the entire package on a single responsibility basis for Services it proposes to provide.
- (b) While submitting the Technical Bid, literature on the Services should be segregated and kept together in one section.
- (c) Care should be taken that the Technical Bid shall not contain any price information. Such proposal, if received, will be rejected.
- (d) The Bid document shall be complete in accordance with various clauses of the RFP document or any addenda/corrigenda or clarifications issued in connection thereto, duly signed by the authorized representative of the Bidder. Board resolution authorizing representative to Bid and make commitments on behalf of the Bidder is to be attached.
- (e) Bids are liable to be rejected if only one Bid (i.e. Technical Bid or Financial Bid) is received.
- (f) If deemed necessary, the Bank may seek clarifications on any aspect from the Bidder. However, that would not entitle the Bidder to change or cause any change in the substances of the Bid already submitted or the price quoted.

- (g) The Bidder may also be asked to give presentation for the purpose of clarification of the Bid.
- (h) The Bidder must provide specific and factual replies to the points raised in the RFP.
- (i) The Bid shall be typed or written and shall be duly signed by the Bidder or a person or persons duly authorized to bind the Bidder to the Contract.
- (j) All the enclosures (Bid submission) shall be serially numbered.
- (k) Bidder(s) should prepare and submit their 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 Bids.
- (l) The Bank reserves the right to reject Bids not conforming to above.

12. DEADLINE FOR SUBMISSION OF BIDS:

- i. Bids must be submitted by post/hand delivered at the address specified and by the date and time mentioned in the “Schedule of Events”.
- ii. Wherever applicable, the Bidder shall submit the original Bid Security Declaration Form together with their respective enclosures and seal it in an envelope. The information on Technical and Financial Bids should be sealed in two separate envelopes and marked “Technical Bid - Envelope 1” and “Financial Bid - Envelope 2” and placed inside the main sealed envelope. The said envelope shall clearly bear the name of the project and name and address of the Bidder. In addition, the last date for bid submission should be indicated on the right and corner of the envelope. The original documents should be submitted within the bid submission date and time for the RFP at the address mentioned in SI No 7 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.

13. MODIFICATION AND WITHDRAWAL OF BIDS:

- i. The Bidder may modify or withdraw its Bid after the Bid’s submission, provided modification, including substitution or withdrawal of the Bids, is received on e-procurement portal, prior to the deadline prescribed for submission of Bids.

- ii. No modification in the Bid shall be allowed, after the deadline for submission of Bids.
- iii. No Bid shall be withdrawn in the interval between the deadline for submission of Bids and the expiration of the period of Bid validity specified in this RFP. Withdrawal of a Bid during this interval may result in appropriate action as per the terms of this RFP.

14. PERIOD OF BID VALIDITY AND VALIDITY OF MARGIN QUOTED IN FINANCIAL BID

- i. Bid shall remain valid for duration of 6 calendar months from Bid submission date.
- ii. Margins quoted by the Bidder in Reverse auction shall remain valid for duration of 6 calendar months from the date of conclusion of Financial Bidding.
- iii. In exceptional circumstances, the Bank may solicit the Bidders' consent to an extension of the period of validity. The request and the responses thereto shall be made in writing. A Bidder is free to refuse the request. However, in such case, the Bid Security Declaration shall not be treated as breached. However, any extension of validity of Bids or price will not entitle the Bidder to revise/modify the Bid document.
- iv. Once Letter of Intent is issued by the Bank, the said margins will remain fixed for the entire Contract period and shall not be subjected to variation on any account, including exchange rate fluctuations and custom duty. A Bid submitted with an adjustable price quotation will be treated as non-responsive and will be rejected.

15. 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.

16. BIDDING PROCESS/OPENING OF TECHNICAL BIDS:

- i. All the technical Bids received up to the specified time and date will be opened for

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

- ii. In the first stage, only technical Bid will be opened and evaluated. Bids of such Bidders satisfying eligibility criteria and agree to comply with all the terms and conditions specified in the RFP will be evaluated for technical criteria/specifications/eligibility. The minimum qualifying marks for the Technical Bid is 65. Only those Technical Bids, which scored the minimum qualifying marks shall become eligible for Financial Bid opening and further RFP evaluation process based on the Techno Commercial evaluation.
- iii. The Bank will examine the Bids to determine whether they are complete, required formats have been furnished, the documents have been properly signed, and the Bids are generally in order. The Bank may, at its discretion waive any minor non-conformity or irregularity in a Bid which does not constitute a material deviation.
- iv. Prior to the detailed evaluation, the Bank will determine the responsiveness of each Bid to the RFP. For purposes of these Clauses, a responsive Bid is one, which conforms to all the terms and conditions of the RFP in toto, without any deviation.
- v. The Bank's determination of a Bid's responsiveness will be based on the contents of the Bid itself, without recourse to extrinsic evidence.
- vi. After opening of the technical Bids and preliminary evaluation, some or all the Bidders may be asked to make presentations on the 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.

17. 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 margins or substance of the Bid shall be sought, offered or permitted. No clarification at the initiative of the Bidder shall be entertained after bid submission date.

18. EVALUATION OF FINANCIAL BIDS AND FINALIZATION:

- i. The financial Bid(s) of only those Bidders, who are short-listed after technical evaluation, would be opened.
- ii. All the Bidders who qualify in the evaluation process shall have to participate in the next stage of Financial Bids to be conducted by Bank's Officials.
- iii. The minimum qualifying marks in the Technical Bid is 65. The relative weightages for Technical Matrix and Financial Matrix is **60:40**. The top 6 proposals with the highest weighted combined scores in order of merit shall be selected. In case any bidder out of the top 6 is not interested in accepting the contract, the next in line will be given the opportunity. The details of scoring mechanism and the Techno-Commercial Bid evaluation is provided in **Appendix-G**.
- iv. The successful Bidder is required to provide price confirmation and margin confirmation strictly on the lines of **Appendix-F** within 48 hours of conclusion of the both the Technical and Financial Bidding, failing which Bank may take appropriate action.

19. CONTACTING THE BANK:

- i. No Bidder shall contact the Bank on any matter relating to its Bid, from the time of opening of Technical and Financial 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.

1. AWARD CRITERIA AND AWARD OF CONTRACT:

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

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

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

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

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

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

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

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

“Minimum Local content” for the purpose of this RFP, the 'local content' requirement to categorize a supplier as 'Class-I local supplier' is minimum 50%. For 'Class-II local supplier', the 'local content' requirement is minimum 20%. If

Nodal Ministry/Department has prescribed different percentage of minimum 'local content' requirement to categorize a supplier as 'Class-I local supplier'/ 'Class-II local supplier', same shall be applicable.

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

Verification of local content

The 'Class-I local supplier'/ 'Class-II local supplier' at the time of submission of bid shall be required to provide a certificate as per **Appendix-O** from the statutory auditor or cost auditor of the company (in the case of companies) or from a practicing cost accountant or practicing chartered accountant (in respect of suppliers other than companies) giving the percentage of local content requirement for 'Class-I local supplier'/ 'Class-II local supplier' as the case may be. Total cost of Services along with cost of all items specified in **Appendix-F** would be the Total Cost of Ownership (TCO)/Total Project Cost and should be quoted by the Bidder(s) in indicative price bid and reverse auction.

- ii. Bank will notify successful Bidder in writing by way of issuance of purchase order through 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.
- iii. The successful Bidder will have to submit Non-disclosure Agreement, Bank Guarantee for the amount and validity as desired in this RFP and strictly on the lines of format given in appendix of this RFP together with acceptance of all terms and conditions of RFP.
- iv. 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.
- v. The successful Bidder shall be required to enter into a Contract with the Bank strictly in the format of Appendix J and submit the Bank Guarantee, within 30 days from issuance of Purchase Order or within such extended period as may be decided by the Bank.
- vi. Till execution of a formal contract, the RFP, along with the Bank's notification of award by way of issuance of purchase order and Service Provider's acceptance thereof, would be binding contractual obligation between the Bank and the successful Bidder.

- vii. The Bank reserves the right to stipulate, at the time of finalization of the Contract, any other document(s) to be enclosed as a part of the final Contract.
- viii. Failure of the successful Bidder to comply with the requirements/terms and conditions of this RFP shall constitute sufficient grounds for the annulment of the award and forfeiture of the BG.
- ix. 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.

20. POWERS TO VARY OR OMIT WORK:

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

21. **WAIVER OF RIGHTS:**

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

22. **CONTRACT AMENDMENT:**

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

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

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

24. **BANK GUARANTEE:**

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

25. SERVICES:

- i. Prompt support shall be made available as desired in this RFP during the support period at the locations as and when required by the Bank.

26. PENALTIES:

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

27. RIGHT TO VERIFICATION:

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

28. RIGHT TO AUDIT:

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

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

29. SUBCONTRACTING:

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

30. VALIDITY OF AGREEMENT:

The Agreement/ SLA will be valid for the period of 3(three) year(s). The Bank reserves the right to terminate the Agreement as per the terms of RFP/ Agreement.

31. LIMITATION OF LIABILITY:

- i. The maximum aggregate liability of Service Provider, subject to below mentioned sub-clause (*iii*), in respect of any claims, losses, costs or damages arising out of or in connection with this RFP/Agreement shall not exceed Rs. 10,00,000/- (Rupees Ten Lakhs only).
- ii. Under no circumstances shall either Party be liable for any indirect, consequential or incidental losses, damages or claims including loss of profit, loss of business or revenue.
- iii. The limitations set forth herein shall not apply with respect to:
 - (a) damage(s) occasioned by the Gross Negligence or Willful Misconduct of Service Provider,
 - (b) damage(s) occasioned by Service Provider for breach of Confidentiality Obligations,

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

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

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

32. CONFIDENTIALITY:

Confidentiality obligation shall be as per non-disclosure agreement placed as **Appendix K** to this RFP.

33. DELAY IN SERVICE PROVIDER’S PERFORMANCE:

- i. Services shall be made by Service Provider within the timelines prescribed in part II of this document.
- ii. If at any time during performance of the Contract, Service Provider should encounter conditions impeding timely delivery and performance of Services, Service Provider shall promptly notify the Bank in writing of the fact of the delay, 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 RFP document).

34. SERVICE PROVIDER'S OBLIGATIONS:

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

35. CONFLICT OF INTEREST:

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

- ii. Without limiting the generality of the above, a Bidder shall be deemed to have a Conflict of Interest affecting the bidding Process, if:
- (a) the Bidder, its Member or Associate (or any constituent thereof) and any other Bidder, its Member or any Associate thereof (or any constituent thereof) have common controlling shareholders or other ownership interest; provided that this disqualification shall not apply in cases where the direct or indirect shareholding of a Bidder, its Member or an Associate thereof (or any shareholder thereof having a shareholding of more than 5% (five per cent) of the paid up and subscribed share capital of such Bidder, Member or Associate, as the case may be) in the other Bidder, its Member or Associate, has less than 5% (five per cent) of the subscribed and paid up equity share capital thereof; provided further that this disqualification shall not apply to any ownership by a bank, insurance company, pension fund or a public financial institution referred to in section 2(72) of the Companies Act, 2013. For the purposes of this Clause, indirect shareholding held through one or more intermediate persons shall be computed as follows: (aa) where any intermediary is controlled by a person through management control or otherwise, the entire shareholding held by such controlled intermediary in any other person (the "Subject Person") shall be taken into account for computing the shareholding of such controlling person in the Subject Person; and (bb) subject always to sub-clause (aa) above, where a person does not exercise control over an intermediary, which has shareholding in the Subject Person, the computation of indirect shareholding of such person in the Subject Person shall be undertaken on a proportionate basis; provided, however, that no such shareholding shall be reckoned under this sub-clause (bb) if the shareholding of such person in the intermediary is less than 26% of the subscribed and paid up equity shareholding of such intermediary; or
 - (b) a constituent of such Bidder is also a constituent of another Bidder; or
 - (c) such Bidder, its Member or any Associate thereof receives or has received any direct or indirect subsidy, grant, concessional loan or subordinated debt from any other Bidder, its Member or Associate, or has provided any such subsidy, grant, concessional loan or subordinated debt to any other Bidder, its Member or any Associate thereof; or
 - (d) such Bidder has the same legal representative for purposes of this Bid as any other Bidder; or
 - (e) such Bidder, or any Associate thereof, has a relationship with another Bidder, or any Associate thereof, directly or through common third party/ parties, that puts either or both of them in a position to have access to each other's information about, or to influence the Bid of either or each other; or

- (f) such Bidder or any of its affiliates thereof has participated as a consultant to the Bank in the preparation of any documents, design or technical specifications of the RFP.
- iii. For the purposes of this RFP, Associate means, in relation to the Bidder, a person who controls, is controlled by, or is under the common control with such Bidder (the “Associate”). As used in this definition, the expression “control” means, with respect to a person which is a company or corporation, the ownership, directly or indirectly, of more than 50% (fifty per cent) of the voting shares of such person, and with respect to a person which is not a company or corporation, the power to direct the management and policies of such person by operation of law or by contract.

36. CODE OF INTEGRITY AND DEBARMENT/BANNING:

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

- (b) **“Fraudulent practice”** means any omission or misrepresentation that may mislead or attempt to mislead so that financial or other benefits may be obtained or an obligation avoided. This includes making false declaration or providing false information for participation in a RFP process or to secure a contract or in execution of the contract;
- (c) **“Coercive practice”** means harming or threatening to harm, persons or their property to influence their participation in the procurement process or affect the execution of a contract;
- (d) **“Anti-competitive practice”** means any collusion, bid rigging or anti-competitive arrangement, or any other practice coming under the purview of the Competition Act, 2002, between two or more bidders, with or without the knowledge of the Bank, that may impair the transparency, fairness and the progress of the procurement process or to establish bid prices at artificial, non-competitive levels;
- (e) **“Obstructive practice”** means materially impede the Bank’s or Government agencies investigation into allegations of one or more of the above mentioned prohibited practices either by deliberately destroying, falsifying, altering; or by concealing of evidence material to the investigation; or by making false statements to investigators and/or by threatening, harassing or intimidating any party to prevent it from disclosing its knowledge of matters relevant to the investigation or from pursuing the investigation; or by impeding the Bank’s rights of audit or access to information;

v. **Debarment/Banning**

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

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

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

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

(b) Debarment from participation including removal from empaneled list

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

- Without prejudice to the rights of the Bank under Clause 36 " *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 EOIRFP issued by the Bank during a period of 2 (two) years from the date of debarment.
- Vendor fails to abide by the terms and conditions or to maintain the required technical/operational staff/equipment or there is change in its production/service line affecting its performance adversely, or fails to cooperate or qualify in the review for empanelment.
- If Vendor ceases to exist or ceases to operate in the category of requirements for which it is empaneled.
- Bankruptcy or insolvency on the part of the vendor as declared by a court of law;
or
- Banning by Ministry/Department or any other Government agency.
- Other than in situations of force majeure, technically qualified Bidder withdraws from the procurement process or after being declared as successful bidder: (i) withdraws from the process; (ii) fails to enter into a Contract; or (iii) fails to provide performance guarantee or any other document or security required in terms of the RFP documents;

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

(c) Banning from Ministry/Country-wide procurements

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

37. TERMINATION FOR DEFAULT:

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

Prior to providing a written notice of termination to Service Provider under 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 RFP Service Provider shall be liable to the Bank for any increase in cost for such similar Services. However, Service Provider shall continue performance of the Contract to the extent not terminated.

- iii. If the Contract is terminated under any termination clause, Service Provider shall handover all documents/ executable/ Bank's data or any other relevant information to the Bank in timely manner and in proper format as per scope of this RFP and shall also support the orderly transition to another vendor or to the Bank.
- iv. During the transition, Service Provider shall also support the Bank on technical queries/support on process implementation.
- v. The Bank's right to terminate the Contract will be in addition to the penalties / liquidated damages and other actions as specified in this RFP.
- vi. In the event of failure of 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.

38. FORCE MAJEURE:

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

Bank in writing, Service Provider shall continue to perform its obligations under the Contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.

- iv. If the Force Majeure situation continues beyond 30 (thirty) days, either party shall have the right to terminate the Agreement by giving a notice to the other party. Neither party shall have any penal liability to the other in respect of the termination of the Agreement as a result of an event of Force Majeure. However, Service Provider shall be entitled to receive payments for all services actually rendered up to the date of the termination of the Agreement.

39. TERMINATION FOR INSOLVENCY:

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

40. TERMINATION FOR CONVENIENCE:

- i. The Bank, by written notice of not less than 90 (ninety) days, may terminate the Contract, in whole or in part, for its convenience, 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 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.

41. 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 Courts of Kolkata only. The

competent Courts in Kolkata, West Bengal 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.

42. GOVERNING LANGUAGE:

The governing language shall be English.

43. 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 Kolkata.

44. TAXES AND DUTIES:

- i. Service Provider shall be liable to pay all corporate taxes and income tax that shall be levied according to the laws and regulations applicable from time to time in India and the price Bid by Service Provider shall include all such taxes in the quoted price.
- ii. Margins quoted should be exclusive of GST. All other present and future tax /duties, if any applicable and also cost of incidental services such as transportation, road permits, insurance etc. should be included in the margins quoted..
- iii. Custom duty as also cost of incidental services such as transportation, road permits, insurance etc. in connection with delivery of products at site including any incidental services and commissioning, if any, which may be levied, shall be borne by Service Provider and the Bank shall not be liable for the same.
- iv. Margins payable to Service Provider as stated in the Contract shall be firm and not subject to adjustment during performance of the Contract, irrespective of reasons whatsoever, including exchange rate fluctuations, any upward revision in Custom duty.
- v. Income / Corporate Taxes in India: The Bidder shall be liable to pay all corporate taxes and income tax that shall be levied according to the laws and regulations applicable from time to time in India and the price Bid by the Bidder shall include all such taxes in the contract price.

- vi. Parties shall fulfil all their respective compliance requirements under the GST law. This shall include (but not be limited to):
- (a) Bank shall pay GST amount after verifying the details of invoice on GSTR 2B on GSTN portal.
 - (b) In case any credit, refund or other benefit is denied or delayed to the Bank due to any non-compliance of GST Laws by the vendor including but not limited to, failure to upload the details of invoice or any other details of the supply of goods or services, as the case may be, as required under GST Law on the appropriate government's goods and services tax network portal, the failure to pay applicable GST to the Government or due to non-furnishing or furnishing of incorrect or incomplete documents by the party, vendor would reimburse the loss to the Bank including, but not limited to, any tax loss or denial of credit, interest and penalty and reasonable fee for contesting the demand. Amount payable under this clause shall survive irrespective of termination of agreement if the demand pertains to the agreement period.
 - (c) In case of any tax demand or denial of ITC or refund or any other benefit by the GST authorities, both the parties may mutually decide whether to contest the matter. In case, it is decided to contest the matter, the vendor is required to deposit the disputed demand including interest and penalty proposed with the other party without waiting for the outcome of the legal proceeding. In case the matter is finally decided in favour of the other party, the other party is required to refund the amount received from the defaulting party without any interest.
- vii. All expenses, stamp duty and other charges/ expenses in connection with the execution of the Agreement as a result of this RFP process shall be borne by Service Provider. The Agreement/ Contract would be stamped as per Indian Stamp Act, as amended by the West Bengal Finance Act, 2021 and any amendment thereto.

45. TAX DEDUCTION AT SOURCE:

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

taxes in India in respect of such of their salaries and wages as are chargeable under the laws and regulations for the time being in force, and Service Provider shall perform such duties in regard to such deductions thereof as may be imposed on him by such laws and regulations.

46. 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.



Part-II

BID FORM (TECHNICAL BID)

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

Date: _____

To:

< Address of tendering office >

Dear Sir,

Ref: RFP No. GMUK/01/2024-25 dated: 21/02/2025

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

- i. While submitting this Bid, we certify that:
- The undersigned is authorized to sign on behalf of the Bidder and the necessary support document delegating this authority is enclosed to this letter.
  - We declare that we are not in contravention of conflict-of-interest obligation mentioned in this RFP.
  - Indicative margins submitted by us have been arrived at without agreement with any other Bidder of this RFP for the purpose of restricting competition.
  - The indicative margins submitted by us have not been disclosed and will not be disclosed to any other Bidder responding to this RFP.
  - We have not induced or attempted to induce any other Bidder to submit or not to submit a Bid for restricting competition.
  - We have quoted for all the services/items mentioned in this RFP in our indicative Financial Bid.
  - The rate quoted in the indicative Financial Bids are as per the RFP and subsequent pre-Bid clarifications/ modifications/ revisions furnished by the Bank, without any exception.
- ii. We undertake that, in competing for (and, if the award is made to us, in executing) the above contract, we will strictly observe the laws against fraud and corruption in force in India namely "Prevention of Corruption Act 1988".

- iii. We undertake that we will not offer, directly or through intermediaries, any bribe, gift, consideration, reward, 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 RFP. We also accept that in the event of any information / data / particulars proving to be incorrect, the Bank will have right to disqualify us from the RFP without prejudice to any other rights available to the Bank.
- vi. We certify that while submitting our Bid document, we have not made any changes in the contents of the RFP document, read with its amendments/clarifications provided by the Bank.
- vii. We agree to abide by all the RFP terms and conditions, contents of Service Level Agreement as per template available at **Appendix-J** of this RFP and the rates quoted therein for the orders awarded by the Bank up to the period prescribed in the RFP, which shall remain binding upon us.
- viii. On acceptance of our technical bid, we undertake to participate in financial bid on the same day. In case of declaration as successful Bidder on completion of both technical and financial bidding process, we undertake to complete the formalities as specified in this RFP.
- ix. Till execution of a formal contract, the RFP, along with the Bank's notification of award by way of issuance of letter of intent and our acceptance thereof, would be binding contractual obligation on the Bank and us.
- x. We understand that you are not bound to accept the lowest or any Bid you may receive and you may reject all or any Bid without assigning any reason or giving any explanation whatsoever.
- xi. We hereby certify that our name does not appear in any "Caution" list of RBI / IBA or any other regulatory body for outsourcing activity.

- xii. We hereby certify that on the date of submission of Bid for this RFP, we do not have any past/ present litigation which adversely affect our participation in this RFP or we are not under any debarment/blacklist period for breach of contract/fraud/corrupt practices by any Scheduled Commercial Bank/ Public Sector Undertaking/ State or Central Government or their agencies/departments.
- xiii. We understand that as per clause 10 of the RFP, Bids must be supported by a Bid Security Declaration in lieu of EMD. Accordingly, we furnish this Bid Security Declaration and undertake that (a) we shall not withdraw or modify our bid during the period of Bid validity; (b) if we are considered technically qualified Bidder by the Bank, we shall participate in the Financial Bid; (c) we have not made any statement or enclosed any form which may turn out to be false/ incorrect at any time prior to signing of Contract; (d) if we are awarded the Contract, we shall accept Service Contract and/or sign the Contract with the Bank and furnish Bank Guarantee, within the specified time period in the RFP.
- xiv. We hereby certify that on the date of submission of Bid, we do not have any Service Level Agreement pending to be signed with the Bank for more than 6 months from the date of issue of contract.
- xv. **We hereby certify that we have read the clauses contained in O.M. No. 6/18/2019-PPD, dated 23.07.2020 order (Public Procurement No. 1), order (Public Procurement No. 2) dated 23.07.2020 and order (Public Procurement No. 3) dated 24.07.2020 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 and our OEM 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 and our OEM fulfil all the requirements in this regard and are eligible to participate in this RFP.**
- xvi. If our Bid is accepted, we undertake to enter into and execute at our cost, when called upon by the Bank to do so, a contract in the prescribed form and we shall be solely responsible for the due performance of the contract.
- xvii. We, further, hereby undertake and agree to abide by all the terms and conditions stipulated by the Bank in the RFP document.

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

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

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

(In the capacity of)

Duly authorised to sign Bid for and on behalf of

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

**Appendix-B**

**Bidder's Eligibility Criteria**

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

| <b>S. No.</b> | <b>Eligibility Criteria</b>                                                                                                                                                                                                                                              | <b>Compliance (Yes/No)</b> | <b>Documents to be submitted</b>                                                                                                                                                                                                                           |
|---------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| 1.            | The Bidder must be an Indian Company/ LLP /Partnership firm registered under applicable Act in India and holding RBI FFMC License AD Category II                                                                                                                         |                            | Certificate of Incorporation issued by Registrar of Companies and full address of the registered office along with Memorandum & Articles of Association/ Partnership Deed.<br>RBI License for Authorised FFMC (Full Fledged Money Changer), AD Category II |
| 2             | The Bidder (including its OEM, if any) must comply with the requirements contained in O.M. No. 6/18/2019-PPD, dated 23.07.2020 order (Public Procurement No. 1), order (Public Procurement No. 2) dated 23.07.2020 and order (Public Procurement No. 3) dated 24.07.2020 |                            | Bidder should specifically certify in <b>Appendix A</b> in this regard and provide copy of registration certificate issued by competent authority wherever applicable.                                                                                     |
| 3             | Bidder should have sufficient experience in providing the Services.                                                                                                                                                                                                      |                            | Documents mentioning experience. May be supported by Client references.                                                                                                                                                                                    |
| 4             | The Bidder should have proper infrastructure and network/ reach Pan India to provide services to the SBI Branches                                                                                                                                                        |                            | Details of Branch/ offices Pan India with their communication address and contact details to be shared.<br>i. North<br>ii. South<br>iii. East<br>iv. West                                                                                                  |
| 5             | The Bidder must submit the Network / Share Capital/ Reserve &                                                                                                                                                                                                            |                            | Copy of the audited financial statement for required financial                                                                                                                                                                                             |

|    |                                                                                                                                                                                                                                                      |  |                                                                                                                                                                                          |
|----|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
|    | Surplus for last 03 (three) financial year(s) i.e. FY 2021-22, FY 2022-23 and FY 2023-24.                                                                                                                                                            |  | years. (Certificate from statutory auditor for preceding/current/1(one) year may be submitted.)                                                                                          |
| 6  | The Bidder should be profitable organization on the basis of profit before tax (PBT) for at least 02 (two) out of last 03 (three) financial years mentioned in para 3 above.                                                                         |  | Copy of the audited financial statement along with profit and loss statement for corresponding years and / or Certificate of the statutory auditor.                                      |
| 7  | The Bidder must submit Forex Revenue earned and the turnover during last financial year i.e. FY 2023-24.                                                                                                                                             |  | Copy of the audited financial statement for required financial year.(Certificate from statutory auditor for the year 2023-24 may be submitted.)                                          |
| 8  | Client references and contact details (email/ landline/ mobile) of customers for whom the Bidder has executed similar projects in India. (Start and End Date of the Project to be mentioned) in the past (At least 3 client references are required) |  | Bidder should specifically confirm on their letter head in this regard as per <b>Appendix-M</b>                                                                                          |
| 9  | The bidder should mention the maximum pick up time of the FCN from the branches once the order is placed                                                                                                                                             |  | The timeline for pick up of FCN from Branches to be provided. Pick up is a must from the SBI Branches across the country.                                                                |
| 10 | The bidder should mention the timeline for supply arrangements of FCN to our centres                                                                                                                                                                 |  | The timeline for supply of FCN to Branches to be provided. Though supply of FCN at all centres is preferable, the bidder may indicate centres where they are in a position to supply FCN |
| 11 | Bidder to submit a Self Declaration that no case under FEMA is pending/ likely to be contemplated against promoters / company                                                                                                                        |  | Self Declaration in company's letter head to be submitted                                                                                                                                |
| 12 | Past/present litigations, disputes, if any (Adverse litigations could result in disqualification, at the sole discretion of the Bank). Bidder to declare that no penalty has been imposed by RBI / GOI                                               |  | Declaration in this regard to be submitted                                                                                                                                               |

|    |                                                                                                                                                                                                                                                                               |  |                                                                                                                                                                                                                                                                                                                                                                         |
|----|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| 13 | 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. |  | Bidder should specifically certify in <b>Appendix A</b> in this regard.                                                                                                                                                                                                                                                                                                 |
| 14 | 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 contract.                                                                                                                          |  | Bidder should specifically certify in <b>Appendix A</b> in this regard.                                                                                                                                                                                                                                                                                                 |
| 15 | Declaration to abide by the decision of GM(GMUK)                                                                                                                                                                                                                              |  | Declaration to abide by the decision of GM(GMUK) and pay interest for delay in settlement as per FEDAI Rule of Inter bank Contracts.                                                                                                                                                                                                                                    |
| 16 | Rupee Settlement terms for different currencies                                                                                                                                                                                                                               |  | For USD any quote below 166 paise over the SBI Card buying rate of FCN would make the bid ineligible. Similarly for GBP any quote below 233 paise and for EUR any quote below 210 paise over the SBI Card buying rate of FCN would make the bid ineligible. For Misc Currencies any rate below 5.40% over the SBI Card buying rate of FCN would make the bid ineligible |
| 17 | Supply Arrangement                                                                                                                                                                                                                                                            |  | In case of supply of FCN notes any rate for USD - 90 paise and for GBP and EURO - 120 paise below the SBI Card Selling Rate of FCN would make the bid ineligible. Misc Currencies any rate below 2% over the SBI Card selling rate of FCN would make the bid ineligible.                                                                                                |



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.

**Name & Signature of authorised signatory**

**Seal of Company**

**Appendix-C**

| <b>Technical Evaluation Matrix– Total Score 100</b> |                                          |                                   |                        |                  |                |
|-----------------------------------------------------|------------------------------------------|-----------------------------------|------------------------|------------------|----------------|
| <b>SI No.</b>                                       | <b>Parameters</b>                        | <b>Sub Parameters</b>             | <b>Scoring Pattern</b> | <b>Max Score</b> | <b>Remarks</b> |
| 1                                                   | Corporate / Non Corporate                | i. Corporate                      | 10                     | 10               |                |
|                                                     |                                          | ii. Non Corporate                 | Nil                    |                  |                |
| 2                                                   | Experience in field                      | i. > 15 years                     | 20                     | 20               |                |
|                                                     |                                          | ii. >10 to 15 years               | 18                     |                  |                |
|                                                     |                                          | iii. >5 to 10 years               | 15                     |                  |                |
|                                                     |                                          | iv. >3 to 5 years                 | 10                     |                  |                |
|                                                     |                                          | v. Less than 3 years              | 5                      |                  |                |
| 3                                                   | Network / Reach                          |                                   |                        | 20               |                |
|                                                     | a. South                                 | >25 centres                       | 5                      |                  |                |
|                                                     |                                          | >15 centres                       | 3                      |                  |                |
|                                                     |                                          | >10 centres                       | 2                      |                  |                |
|                                                     |                                          | < 10 centres                      | 1                      |                  |                |
|                                                     | b. North                                 | >25 centres                       | 5                      |                  |                |
|                                                     |                                          | >15 centres                       | 3                      |                  |                |
|                                                     |                                          | >10 centres                       | 2                      |                  |                |
|                                                     |                                          | < 10 centres                      | 1                      |                  |                |
|                                                     | c. East                                  | >25 centres                       | 5                      |                  |                |
|                                                     |                                          | >15 centres                       | 3                      |                  |                |
|                                                     |                                          | >10 centres                       | 2                      |                  |                |
|                                                     |                                          | < 10 centres                      | 1                      |                  |                |
|                                                     | d. West                                  | >25 centres                       | 5                      |                  |                |
|                                                     |                                          | >15 centres                       | 3                      |                  |                |
|                                                     |                                          | >10 centres                       | 2                      |                  |                |
| < 10 centres                                        |                                          | 1                                 |                        |                  |                |
| 4                                                   | Balance Sheet Extract: (Latest)          |                                   |                        | 10               |                |
|                                                     | (a) Networth / Share capital / Reserve & | i. > Rs. 100 crores               | 10                     |                  |                |
|                                                     |                                          | ii. > Rs. 50 crores to 100 crores | 9                      |                  |                |

|                                      |                                                 |                                      |    |    |  |
|--------------------------------------|-------------------------------------------------|--------------------------------------|----|----|--|
|                                      | Surplus / Net Own funds                         | iii. > Rs. 25 crores to 50 crores    | 7  |    |  |
|                                      |                                                 | iv. > Rs. 10 crores to 25 crores     | 5  |    |  |
|                                      |                                                 | v. Upto Rs. 10 crores                | 3  |    |  |
|                                      | (b) Forex revenue (Latest only)                 | > Rs 50 crs to 100 crs               | 5  | 5  |  |
|                                      |                                                 | > Rs 25 crs to 50 crs                | 4  |    |  |
|                                      |                                                 | > Rs 10 crs to 25 crs                | 3  |    |  |
|                                      |                                                 | >Rs 5 crs to Rs. 10 crs              | 2  |    |  |
|                                      |                                                 | Upto Rs 5 crs                        | 1  |    |  |
|                                      | (c) Turnover: (Latest)                          | > Rs 500 crs to 1000 crs             | 5  | 5  |  |
|                                      |                                                 | > Rs 250 crs to 500 crs              | 4  |    |  |
|                                      |                                                 | > Rs 100 crs to 250 crs              | 3  |    |  |
|                                      |                                                 | >Rs 50 crs to Rs. 100 crs            | 2  |    |  |
|                                      |                                                 | Upto Rs 50 crs                       | 1  |    |  |
|                                      | (d) Profitability (Average of last three years) | > Rs.10 crores                       | 5  | 5  |  |
|                                      |                                                 | > Rs 5 crores to Rs.10 crores        | 4  |    |  |
| > Rs.2.5 crores to Rs 5 crores       |                                                 | 3                                    |    |    |  |
| Upto 2.5 crs                         |                                                 | 2                                    |    |    |  |
| Loss in any of the preceding 3 years |                                                 | 1                                    |    |    |  |
| 5                                    | Pick-up time                                    | i. Within 24 hours                   | 10 | 10 |  |
|                                      |                                                 | ii. >24 hours but less than 48 hours | 6  |    |  |

|       |                                                                                                                                         |                                        |           |     |  |
|-------|-----------------------------------------------------------------------------------------------------------------------------------------|----------------------------------------|-----------|-----|--|
|       |                                                                                                                                         | iii. >48hours but less than 72 hours   | 3         |     |  |
|       |                                                                                                                                         | iv. More than 72 hours                 | 1         |     |  |
| 6     | Supply arrangements                                                                                                                     | i. At all centres                      | 5         | 5   |  |
|       | (Delivery of FCNs)                                                                                                                      | ii. At all state capitals + 4 metros   | 3         |     |  |
|       |                                                                                                                                         | iii. At 4 metros                       | 2         |     |  |
| 7     | Submission of Self Declaration that NO case under FEMA is pending / likely to be contemplated against promoters / company               | No Cases Pending                       | 5         | 5   |  |
|       |                                                                                                                                         | Number of cases pending ( 1 to 10)     | 3         |     |  |
|       |                                                                                                                                         | Number of cases pending (More than 10) | 1         |     |  |
| 8     | Penalty imposed by RBI / GOI                                                                                                            | i. No Penalty imposed                  | 5         | 5   |  |
|       |                                                                                                                                         | ii. Penalty imposed by RBI / GOI       | 3         |     |  |
| 9     | Declaration to abide by the decision of GM (GMUK) and to pay interest for delay in settlement as per FEDAI rule for Interbank Contracts |                                        | Mandatory |     |  |
| TOTAL |                                                                                                                                         |                                        |           | 100 |  |

**Name & Signature of authorised signatory**

**Seal of Company**

**Appendix-D**

**Bidder Details**

Details of the Bidder

| S. No. | Particulars                                                                                                                                                                             | Details |
|--------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------|
| 1.     | Name                                                                                                                                                                                    |         |
| 2.     | Date of Incorporation and / or commencement of business                                                                                                                                 |         |
| 3.     | Certificate of incorporation                                                                                                                                                            |         |
| 4.     | 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<br>a) Name<br>b) Designation<br>c) Address<br>d) Phone Number (Landline)<br>e) Mobile Number<br>f) Fax Number<br>g) Email Address |         |

**Name & Signature of authorised signatory**

**Seal of Company**

**Encl:** List of Branches / offices present at various centres with registered address and contact details

**Scope of Work and Payment Schedule**

| <b>Sl No</b> | <b>Requirements</b>     | <b>Marginal comments for departments</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      |
|--------------|-------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| 1            | Description of Services | <p>a) The Service Provider should be agreeable to lift and supply foreign currency notes (FCN) “ any amount” and “ across all denominations” for all the 24 currencies as indicated in the <b>Appendix -N</b> to the branches of SBI across country. SBI Branches will contact the personnel of the Service Provider located at the centre over email and fix up the date / time of lifting of FCNs. The details of the Branch/ offices of the successful bidders located at the centre/ nearby centre to be intimated to the Bank. Any changes in the communication details to be immediately updated with the Bank.</p> <p>b) The Service Provider should also provide necessary support in case of disposal of non-issuable/mutilated/obsolete foreign currencies to the branches, if situation arises. The detailed process for handling such notes may be submitted along with the RFP document.</p> <p>c) Service Providers should ensure that the quality of methodologies for delivering the services, adhere to quality standards/timelines stipulated therefor.</p> |

d) Prompt support shall be made available as desired in this RFP during the support period at the locations as and when required by the Bank.

e) Service Providers support staff should be well trained to effectively handle queries raised by the customers/employees.

f) Service Providers to keep the Bank informed with the list of Branches / offices at various centres along with the registered address and contact details. In case of any changes , the same should be promptly intimated to the Bank

g) The Service Providers to submit the Escalation Matrix and the Complaint Resolution Mechanism to be displayed in the Bank's internal website for convenience of the Branches. The updated complaint escalation matrix shall be made available to the Bank once in each quarter and each time the matrix gets c

h) No minimum level of business is guaranteed and such level of Business would depend upon the surplus available for lifting / demand existing for supply with the branches.

i) Any freight and insurance would be on Service Provider's account

j) The scope of this arrangement will not cover coins on account of problems associated with disposal / export. However the Service Providers will lift all the

|   |                  |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        |
|---|------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
|   |                  | <p>denominations in the 24 currencies as listed out in <b>Appendix - N</b> for which card rates are quoted by SBI. The Service providers may accept additional currencies based on mutual consent and mutual agreed rates</p> <p>k) The Service Providers agree to pay penalty for delay in execution of the order placed with the Bidders' representatives as mentioned in <b>Appendix – I</b></p> <p>l) The Service Providers are to pay interest for delay in crediting the Bank's account with the foreign currency or its equivalent after the currency is lifted from the branch (es) as per FEDAI rule for Interbank Contracts (Version 10, Rule 8.2), in case of delays beyond the time allowed.</p>                                                                                                                                                                                                                                                                                                           |
| 2 | Payment schedule | <p>a) It shall be the responsibility of the finally selected Service Providers to pick up the FCNs on the same working day, if the request is received via mail by 12.00 noon. For requests received after 12.00 noon, FCNs will be lifted on the next working day. The finally selected Service Providers will provide advance payment (in Rupee) to the branches against confirmed order bookings within one (1) hour at all Service Provider Centres and maximum within 3(hours) at all other centres through RTGS or direct funds transfer from its SBI Account irrespective of the timings of the actual pick-up of FCNs from the branches. The Nostro Credit will be provided within 1 International day, however, the copy of SWIFT message sent for credit to SBI Nostro Account will be provided in advance. The settlement of transactions will be as per terms (c) and (d).</p> <p>b) <i>The Service Providers have to arrange to pick FCNs against either Rupee Settlement or credit to SBI Nostro</i></p> |



*account (Nostro Settlement). It will be the sole discretion of the branch concerned to obtain either rupee settlement or Nostro settlement for the currency notes offloaded by them.*

c) Rupee settlement terms for lifting of FCNs from Branches of SBI – The premium per unit on various currencies against Rupee Settlement will be as under. # USD – ..... paise over SBI –USD card buying rate\* for FCN of the day. # GBP – ..... paise over SBI- GBP card buying rate\* for FCN of the day. # EUR – ..... paise over SBI- EUR card buying rate\* for FCN of the day. # Miscellaneous (All other currencies in Appendix – N excluding USD, GBP & EUR – ..... % over SBI respective card buying rate\* for FCN for the day

**(\*The card buying rate applicable will be the card rate published for transaction between Rs.10 Lacs and Rs.20 Lacs.)**

The above rate for a currency will be applicable for all centers and credit would be affected by Service Providers by means of RTGS / Direct Funds Transfer on the date of order of booking. Pick up has to be made from our branches on mutually accepted date and time.

d) Nostro Settlement terms for FCN lifted from Branches of SBI – The Service Providers will arrange to settle the transactions in Foreign Currency / Nostro Credit within one International working day as under:

\* The Service Providers will provide Nostro credit at par to our Nostro account in respect of 3 currencies viz. USD, GBP and EUR. However, the Service Providers may also provide Nostro Credit in respect of AUD, CAD, NZD, CHF, JPY and

|   |                                   |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             |
|---|-----------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
|   |                                   | <p>SGD currencies subject to availability and acceptance by branches. This will be a value added service by the Service providers. For other currencies, the Service providers have to provide credit only in USD based on ongoing international market rate (Singapore opening). Settlement will be affected within the stipulated time as per para (b) above on confirmed booking order, irrespective of the timings of the actual pick-up of FCNs</p> <p>* No handling charges will be paid.</p> <p>e) ) Supply Arrangement – For supply of FCNs SBI Branches to contact the personnels of the Service Providers of the nearest centre through mail. Delivery has to be done at our branches on the date of indent or a mutually accepted reasonable time.</p> <p>f) The Branches will provide Rupee Equivalent amount for supply of FCN to the Service Providers on the date of supply of FCN through RTGS / Direct Credit in SBI account as per the details given below.</p> <p># USD – ..... paise below SBI card selling rate* for FCN of the day.</p> <p># GBP / EUR – ..... paise below SBI card selling rate<br/>*for FCN of the day.</p> <p># Misc Currencies – .....% below SBI card selling rate* for FCN of the day.</p> <p><b>(* The card selling rate applicable will be the card rate published for transaction between Rs.10 Lacs and Rs.20 Lacs)</b></p> |
| 3 | MIS Report Generation requirement | a) The Service Providers shall maintain records of receipt of request from the branches concerned, pick-up/ supply date,                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    |

|  |  |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |
|--|--|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
|  |  | <p>time, date of nostro credit, conversion rate, penalty amount, delayed interest amount if any, etc, which shall be furnished to the Bank as and when demanded.</p> <p>b) The service provider will submit a quarterly report to AGM (SnP &amp; Ops), Global Markets Unit, Kolkata (GMUK) in respect of transaction particulars in individual currencies, pick up/supply dates, request received date, date of nostro credit, conversion rate, penalty amount, delayed interest amount if any etc, to enable them to monitor arrangement.</p> |
|--|--|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|

Appendix-F

| <b>Financial Bid Matrix – Total Score 100</b>                                     |                                                 |                                                                                                      |                        |                  |                |
|-----------------------------------------------------------------------------------|-------------------------------------------------|------------------------------------------------------------------------------------------------------|------------------------|------------------|----------------|
| <b>SI No.</b>                                                                     | <b>Parameters</b>                               | <b>Sub Parameters (Revised)</b>                                                                      | <b>Scoring Pattern</b> | <b>Max Score</b> | <b>Remarks</b> |
| 1                                                                                 | Rupee settlement terms for different currencies | <b>(A) USD</b>                                                                                       |                        | <b>30</b>        |                |
|                                                                                   |                                                 | i. < 166 paise per US \$ over SBI card buying rate of FCN                                            | Ineligible             |                  |                |
|                                                                                   |                                                 | ii. = 166 paise per US \$ over SBI card buying rate of FCN                                           | 5                      |                  |                |
|                                                                                   |                                                 | iii. >166 paise to 191 paise per US \$ over SBI card buying rate of FCN @ 1 marks per paise increase | 6.00-30                |                  |                |
|                                                                                   |                                                 | <b>(B) GBP</b>                                                                                       |                        | <b>7.5</b>       |                |
|                                                                                   |                                                 | i. < 233 paise per GBP over SBI card buying rate of FCN                                              | Ineligible             |                  |                |
|                                                                                   |                                                 | ii. = 233 paise per GBP over SBI card buying rate of FCN                                             | 3                      |                  |                |
|                                                                                   |                                                 | iii.> 233 paise to 251 paise per GBP over SBI card buying rate of FCN@ 0.25 marks per paise increase | 3.25-7.50              |                  |                |
|                                                                                   |                                                 | <b>(C) EUR</b>                                                                                       |                        | <b>7.5</b>       |                |
|                                                                                   |                                                 | i. < 210 paise per EUR over SBI card buying rate of FCN                                              | Ineligible             |                  |                |
|                                                                                   |                                                 | ii. = 210 paise per EUR over SBI card buying rate of FCN                                             | 3                      |                  |                |
|                                                                                   |                                                 | iii.>210 paise to 228 paise per EUR over SBI card buying rate of FCN@ 0.25 marks per paise increase  | 3.25-7.50              |                  |                |
|                                                                                   |                                                 | <b>(D) MISC</b>                                                                                      |                        | <b>5</b>         |                |
|                                                                                   |                                                 | i. <5.40% over SBI card buying rate of FCN                                                           | Ineligible             |                  |                |
|                                                                                   |                                                 | ii. = 5.40% over SBI card buying rate of FCN                                                         | 2                      |                  |                |
| >5.40% to 6.90 % over SBI card buying rate of FCN @ 0.50 mark for 0.25 % increase | 2.50-5.00                                       |                                                                                                      |                        |                  |                |

|                       |                                                                                                           |                                                                                                                                                              |            |            |
|-----------------------|-----------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------|------------|------------|
| 2                     | Nostro Credit Settlement (It is compulsory to provide Nostro Credit within one International working day) | <b>(A) Time frame for Settlement</b>                                                                                                                         |            | <b>10</b>  |
|                       |                                                                                                           | i. Nostro credit at par at all other centre within 1 international working days from the date of pick-up                                                     | 10         |            |
|                       |                                                                                                           | ii. Any period more than 1 international working day                                                                                                         | ineligible |            |
|                       |                                                                                                           | <b>(B) Nostro Handling</b>                                                                                                                                   |            | <b>20</b>  |
|                       |                                                                                                           | . Handling charges for currencies picked up from all centre                                                                                                  |            |            |
|                       |                                                                                                           | i . Charges upto 0.10%                                                                                                                                       | 20         |            |
|                       |                                                                                                           | ii. > 0.10% upto 0.15%                                                                                                                                       | 18         |            |
|                       |                                                                                                           | ii. > 0.15% upto 0.20%                                                                                                                                       | 15         |            |
|                       |                                                                                                           | iv. > 0.20% upto 0.25%                                                                                                                                       | 10         |            |
|                       |                                                                                                           | v. > 0.25% upto 0.30%                                                                                                                                        | 7          |            |
|                       |                                                                                                           | vi.> 0.30% upto 0.35%                                                                                                                                        | 4          |            |
| vii> 0.35% upto 0.40% | 1                                                                                                         |                                                                                                                                                              |            |            |
| viii. > 0.40%         | 0                                                                                                         |                                                                                                                                                              |            |            |
| 3                     | Pick-up Arrangement                                                                                       | i. Lifting arrangement for USD < 5,000 or equivalent                                                                                                         | 10         | <b>10</b>  |
|                       |                                                                                                           | ii. > 5,000 upto 10,000                                                                                                                                      | 8          |            |
|                       |                                                                                                           | iii. > 10,000 upto 20,000                                                                                                                                    | 6          |            |
|                       |                                                                                                           | iv. > 20,000 upto 30,000                                                                                                                                     | 5          |            |
|                       |                                                                                                           | v. > 30,000 upto 40,000                                                                                                                                      | 4          |            |
|                       |                                                                                                           | vi. > 40,000 upto 50,000                                                                                                                                     | 1          |            |
|                       |                                                                                                           | vii. > 50,000                                                                                                                                                | 0          |            |
| 4                     | Supply Arrangement (Any amount on mutually acceptable terms on minimum margins as indicated)              | i. USD –90 paise below SBI Card Selling rate for FCNs.                                                                                                       | 5          | <b>10</b>  |
|                       |                                                                                                           | ii. GBP/EUR –120 paise below SBI Card Selling rate for FCNs.                                                                                                 |            |            |
|                       |                                                                                                           | iii. Miscellaneous –2% below respective Card Selling rate for FCNs                                                                                           |            |            |
|                       |                                                                                                           | Increase in margin by every 10 paise on USD/GBP/EUR and every 10 bps on Misc. Currencies, additional 1 mark over base marks of 05, up to additional 5 marks. | 5          |            |
| <b>TOTAL</b>          |                                                                                                           |                                                                                                                                                              |            | <b>100</b> |

# 1 Lifting Arrangement : The bidders will have to quote rate for all the 24 currencies as indicated in Appendix – N. Further, a single rate has to be quoted for all the centres. Minimum margins for different currencies would be as under. If the bidder fails to quote single rate for all the centres or rates below minimum margin, would make the bid ineligible.

USD – 166 paise over SBI –USD card buying rate\* for FCN of the day.

GBP – 233 paise over SBI- GBP card buying rate\* for FCN of the day.

EUR – 210 paise over SBI- EUR card buying rate\* for FCN of the day.

Miscellaneous (All other currencies in Appendix – N excluding USD, GBP & EUR) – 5.40 % over SBI respective card buying rate\* for FCN for the day.

# 2 Supply Arrangement – The minimum margins for different currencies would be as under. If the bidder fails to quote single rate for all the centres or quote rates below minimum margin, it would make the bid ineligible.

USD – 90 paise below SBI card selling rate\* for FCN of the day.

GBP / EUR – 120 paise below SBI card selling rate \*for FCN of the day.

Misc Currencies – 2% below SBI card selling rate\* for FCN of the day.

Bids will be evaluated on the basis of increasing margins over the minimum margins stipulated as above in paise / percentage terms.

\* The card buying/selling rate applicable will be the card rate published for transaction between Rs.10 Lacs

**Name & Signature of authorised signatory**

**Seal of Company**

**Illustration**

**TECHNO COMMERCIAL BID EVALUATION FORMULA**

The envelope containing the Financial Bid(S) for only those Bidders, who are short-listed after technical evaluation , would be opened.

Bids will be evaluated as per Combined Technical Cum Margin Based System. The Technical Bids will be allotted weightage of 60% while financial bids will be allotted weightage of 40%.

A combined score “ Score (S)” will be arrived at after considering the marks obtained in financial bid and technical evaluation with relative weights of 40% for Financial Bid and 60% for Technical Bid according to the following formula :

$$\text{Combined Score of A} = \frac{60 \times \text{Technical Bid Score of A}}{\text{Highest Technical Score}} + \frac{40 \times \text{Financial Bid Score of A}}{\text{Highest Financial Score}}$$

The bidder obtaining the highest total combined score in evaluation of technical and financial as above will be ranked TC1 followed by proposal securing lesser marks as TC2, TC3 etc.

| Sl No | Bidder | Technical Evaluation Marks | Financial Evaluation Marks | Weighted Technical Score                    | Weighted Financial Score                                                       | Score “S” out of 200 |
|-------|--------|----------------------------|----------------------------|---------------------------------------------|--------------------------------------------------------------------------------|----------------------|
|       |        | (T)                        | (P)                        | (WT)=60xT/<br>Highest<br>Technical<br>Marks | (WP)=<br>40xHighest<br>Financial Marks<br>/ (P)                                | = WT +<br>WP         |
| 1     | A      | 81                         | 100                        | 60x81/100 =<br>48.6                         | 40x100/100= 40                                                                 | 88.60                |
| 2     | B      | 83                         | 0                          | 60x83/100=<br>49.8                          | Not to be<br>evaluated as the<br>Margin for GBP<br>lifting is not<br>submitted | -                    |
| 3     | C      | 100                        | 94.5                       | 60x100/100=<br>60                           | 40x94.5/100=<br>37.80                                                          | 97.80                |
| 4     | D      | 96                         | 78                         | 60x96/100=<br>57.6                          | 40x78/100=<br>31.20                                                            | 88.80                |
| 5     | E      | 100                        | 91.25                      | 60x100/100=<br>60                           | 40x91.25/100=<br>36.50                                                         | 96.50                |

In the above example Bidder C is the highest scorer followed by E, D and A. The top 6 Bidders in order of merit will be selected. In case any bidder out of the top 6 is not interested in accepting the contract, the next in line will be given the opportunity. As it is unlikely that the Financial Bids of any two Bidders who will qualify the technical bid would be the same, an opportunity will be provided to the top 6 Bidders, who have made a lower offer to match the other Bidder out of the top 6, whose offer is the best at the time of Financial Bid. These conditions and the right to call upon any bidder to improve its offer will rest with the Bank.



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

1. THIS BANK GUARANTEE AGREEMENT executed at \_\_\_\_\_this \_\_\_\_\_day of \_\_\_\_\_201 by \_\_\_\_\_ (Name of the Bank) \_\_\_\_\_ having its Registered Office at \_\_\_\_\_ and its Branch at \_\_\_\_\_ (hereinafter referred to as "the Guarantor", which expression shall, unless it be repugnant to the subject, meaning or context thereof, be deemed to mean and include its successors and permitted assigns) IN FAVOUR OF State Bank of India, a Statutory Corporation constituted under the State Bank of India Act, 1955 having its Corporate Centre at State Bank Bhavan, Nariman Point, Mumbai and one of its offices at \_\_\_\_\_ (procuring office address), hereinafter referred to as "SBI" which expression shall, unless repugnant to the subject, context or meaning thereof, be deemed to mean and include its successors and assigns).
2. WHEREAS M/s \_\_\_\_\_, incorporated under \_\_\_\_\_ Act having its registered office at \_\_\_\_\_ and principal place of business at \_\_\_\_\_ (hereinafter referred to as "Service Provider/ Vendor" which expression shall unless repugnant to the context or meaning thereof shall include its successor, executor & assigns) has agreed to develop, implement and support \_\_\_\_\_ (name of Service) (hereinafter referred to as "Services") to SBI in accordance with the Request for Proposal (RFP) No. **SBI:xx:xx** dated **dd/mm/yyyy**.
3. WHEREAS, SBI has agreed to avail the Services from Service Provider for a period of \_\_\_\_\_ year(s) subject to the terms and conditions mentioned in the RFP.
4. WHEREAS, in accordance with terms and conditions of the RFP/Purchase order/Agreement dated \_\_\_\_\_, Service Provider is required to furnish a Bank Guarantee for a sum of Rs. \_\_\_\_\_/- (Rupees \_\_\_\_\_ only) for due performance of the obligations of Service Provider in providing the Services, in accordance with the RFP/Purchase order/Agreement guaranteeing payment of the said amount of Rs. \_\_\_\_\_/- (Rupees \_\_\_\_\_ only) to SBI, if Service Provider fails to fulfill its obligations as agreed in RFP/Agreement.
5. WHEREAS, the Bank Guarantee is required to be valid for a total period of \_\_\_\_\_ months and in the event of failure, on the part of Service Provider, to fulfill any of

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

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

**NOW THIS GUARANTEE WITNESSETH THAT**

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

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

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

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

**Notwithstanding anything contained herein above:**

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

**Yours faithfully,**

**For and on behalf of bank.**

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

**Other terms and Penalties**

1. The Service provider agrees to pay penalty for delay in execution of the order placed with the Service provider's representatives.
  - 1.1 For centres where the office / branch of the Service provider is present, the order needs to be confirmed/executed on the same day.
  - 1.2 For centres at a distance of more than 25 kms from the office / Branch of the Service provider, the order needs to be confirmed/executed within 72 hours.
  - 1.3 For far flung centres like Branches in our North East Circle where the office / Branch of the Service provider is not established, the order to be confirmed/executed within 7 working days from receipt of the order.
  - 1.4 In case of any delay observed the Service provider will pay penal interest @ 1% on the difference between SBI Card Rate available on the order date and the execution date in case of increase / decrease in the SBI Card Rate. The Branches to calculate the penalty amount and intimate the Service provider for necessary credit to the Branch.
  
2. GM (GMUK)'s decision is final in case of disputes regarding interpretation of the terms of agreement. The Service provider is required to pay interest for delay in crediting the Bank's account with the foreign currency or its equivalent after the currency is lifted from the Branch (es) as per FEDAI rule of Interbank contracts (Version 10, Rule 8.2) in case of delays beyond the time allowed.

**Service Level Agreement**

*Note: Please take down model Service Level Agreement for procurement of IT Services available in the portal of IT Partner Relationships Department, duly edited as per specific requirement of RFP.*

**Separately enclosed**

**NON-DISCLOSURE AGREEMENT**

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

State Bank of India constituted under the State Bank of India Act, 1955 having its Corporate Centre and Central Office at State Bank Bhavan, Madame Cama Road, Nariman Point, Mumbai-21 through its Global Markets Unit - Kolkata at Jeevan Sudha Building, 42/C, J L Nehru Road, Kolkata- 700 071 \_\_\_\_\_ (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 \_\_\_\_\_ services as Full Fledged Money Changers (AD Category II), has agreed to \_\_\_\_\_ provide services of lifting / supply of Foreign Currency Notes (FCNs) across the Branches of SBI 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 Kolkata.
- (g) Subject to the limitations set forth in this Agreement, this Agreement will inure to the benefit of and be binding upon the parties, their successors and assigns.
- (h) If any provision of this Agreement shall be held by a court of competent jurisdiction to be illegal, invalid or unenforceable, the remaining provisions shall remain in full force and effect.
- (i) The Agreement shall be effective from \_\_\_\_\_ ("Effective Date") and shall be valid for a period of \_\_\_\_\_ year(s) thereafter (the "Agreement Term"). The foregoing obligations as to confidentiality shall survive the term of this Agreement and for a period of five (5) years thereafter provided confidentiality obligations with respect to individually identifiable information, customer's data of Parties or software in human-readable form (e.g., source code) shall survive in perpetuity.

5. **Suggestions and Feedback**

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

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

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

RFP for Empanelment of FFMCs for  
Lifting/Supply of Foreign Currency Notes



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

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

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

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

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

**Format for Submission of Client References**

**To whosoever it may concern**

| <b>Particulars</b>                                               | <b>Details</b> |
|------------------------------------------------------------------|----------------|
|                                                                  |                |
| <b>Client Information</b>                                        |                |
| Client Name                                                      |                |
| Client address                                                   |                |
| Name of the contact person and designation                       |                |
| Phone number of the contact person                               |                |
| E-mail address of the contact person                             |                |
| <b>Service Contract Details</b>                                  |                |
| Scope of Work                                                    |                |
| Start Date                                                       |                |
| End Date                                                         |                |
| Performance as per the scope of work as mentioned<br>in Contract |                |
|                                                                  |                |
|                                                                  |                |
|                                                                  |                |

**Name & Signature of authorised signatory**

**Seal of Company**

**Appendix–N**

**LIST OF CURRENCIES**

| <b><u>SN</u></b>                | <b><u>CURRENCY</u></b> |
|---------------------------------|------------------------|
| 1                               | USD                    |
| 2                               | GBP                    |
| 3                               | Euro                   |
| <b>Miscellaneous Currencies</b> |                        |
| 4                               | Saudi Riyal            |
| 5                               | Qatar Riyal            |
| 6                               | Bahrain Dinar          |
| 7                               | Omani Riyal            |
| 8                               | UAE Dirham             |
| 9                               | Canadian Dollar        |
| 10                              | Swiss Francs           |
| 11                              | Japanese Yen           |
| 12                              | Danish Kroner          |
| 13                              | Norwegian Kroner       |
| 14                              | Swedish Kroner         |
| 15                              | Australian Dollar      |
| 16                              | New Zealand Dollar     |
| 17                              | Singapore Dollar       |
| 18                              | Hongkong Dollar        |
| 19                              | South African Rand     |
| 20                              | Malaysian Ringit       |
| 21                              | Thai Baht              |
| 22                              | Pakistani Rupee        |
| 23                              | Kuwati Dinar           |
| 24                              | Bangladesh Taka        |

**Appendix–O**

**Certificate of Local Content**

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

Date:

To,

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

Dear Sir,

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

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

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

**Signature of Statutory Auditor/Cost Auditor**  
**Registration Number:**  
**Seal**

**Counter-signed:**

**Bidder**

**OEM**

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

**OR**

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

Date:

To,

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

Dear Sir,

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

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

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

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

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

**Signature of authorised official**

**Name:**

**Company seal:**