



**REQUEST FOR PROPOSAL FOR SELECTION OF CONSULTANT TO
ESTABLISH CENTRALIZED MONITORING STATION (CMS) COMMAND
CENTRE & INCIDENT MANAGEMENT SYSTEM (CAPEX / OPEX) FOR
BRANCHES OF STATE BANK OF INDIA**

Ref: SBI/ RFP/SEC/CC-2025-01 dated 22/01/2025

Chief Officer Security Department
9th floor, State Bank Bhavan
Corporate Centre
Nariman Point, Mumbai- 400021

1. Schedule of Events

Sl No	Particulars	Remarks
1	Contact details of issuing department	Designation: Chief Officer (Security) Email ID: cos.cc@sbi.co.in Contact Address: 9th floor, State Bank Bhavan, Corporate Centre, Nariman Point, Mumbai- 400021 Contact Number: 022-227 40090, 022-227 40085 Mob: 9739847035, 8136917399
2	Bid Document Availability including changes/amendments, if any to be issued	Will be emailed to the Bidders shortlisted through EOI /SEC/CC/2024-01 dated 26.11.2024 for Selection of Consultants to Establish Centralized Monitoring Station (CMS) Command Centre & Incident Management System (Capex / Opex) for Branches of State Bank of India. It is clarified that unsolicited bids will not be considered by the Bank.
3	Last date for requesting clarification	Up to 3.30 PM on 29.01.2025 All communications regarding points / queries requiring clarifications shall be given in writing or by e-mail.
4	Pre - bid Meeting at (venue)	From 2.00 PM to 4.30 PM on 03.02.2025 at State Bank Bhavan or through online meeting.
5	Clarifications to queries raised at pre-bid meeting will be provided by the Bank.	On 05.02.2025 (The clarifications will be consolidated and uploaded on Banks Site).
6	Last date and time for Bid submission	Upto 3.00 PM on 15.02.2025.
7	Address for submission of Bids	Banks Website: https://bank.sbi/web/sbi-in-the-news/procurement e-Tender Portal: https://etender.sbi/SBI

8	Date and Time of opening of Technical Bids	3.30PM on 15.02.2025 Authorized representatives of Bidders may be present online during opening of the Technical Bids. However, Technical Bids would be opened even in the absence of any or all of Bidders representatives.	
10	Presentation by the Bidder	18.02.2025 (Tentatively). Actual date and venue will be notified to the bidders later. The bidder should be in readiness for presentation on short notice.	
9	Opening of Price Bids	20.02.2025 (Price bid of technically qualified bidders only will be opened)	
11	Earnest Money Deposit	Rs. 8,00,000/- (Rupees Eight Lakhs only) EMD should be in the form of a bank guarantee. EMD shall be valid upto 180 days from bid submission date.	
12	Bank Guarantee	5 % of Total Project Cost	Performance Security in form of BG should be valid for Two years and three months from the effective date of the Contract.
13	Contact details of e-Procurement agency appointed for e-procurement	i. Abhik Pramanik 7859800609/ 9081000427 abhik.p@eptl.in ii. Khushboo Mehta – 9510813528 / 9081000427 khushboo.mehta@eptl.in iii. Pooja Shah – 9328931942 pooja.shah@eptl.in iv. Mubassera Mansuri 7859800621 mubassera@eptl.in v. Other contact details: 99044406300/ 9510812960/ 9265562821/ 6354919566 Email: tender.support@sbi.co.in	

RFP for selection of Consultant



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2. INVITATION TO BID:

- i. **State Bank of India** (herein after referred to as ‘**SBI/the Bank**’), having its Corporate Centre at Mumbai, various other offices (LHOs/ Head Offices /Zonal Offices/, Global IT Centre, etc.) of State Bank of India, branches/other offices, available at various locations and managed by the Bank.. This Request for Proposal (RFP) has been issued by **the Bank** for hiring of consultant to establish Centralized Monitoring Station (CMS) Command Centre & Incident Management System (Capex / Opex) for branches of State Bank of India.
- ii. In order to meet the consultancy requirements, the Bank proposes to invite online Bids from eligible Bidders as per details/scope of work mentioned in **Appendix-E** of this RFP.
- iii. Bidder shall mean any entity (i.e. juristic person) shortlisted through the process of EOI vide EOI No **EOI /SEC/CC/2024-01 dated 26.11.2024** 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.
- iv. Address for submission of online Bids, contact details including email address for sending communications are given in Schedule of Events of this RFP.
- v. The purpose of SBI behind this RFP is to seek a detailed technical and commercial proposal for hiring of consultant as desired in this RFP.
- vi. This RFP document shall not be transferred, reproduced or otherwise used for purpose other than for which it is specifically issued.
- vii. Bidders shortlisted through the EOI are advised to go through the entire RFP before submission of online Bids to avoid any chance of elimination. The eligible Bidders desirous of providing Services to 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 **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 IT Centre, etc.) of State Bank of India, branches/other offices, available at various locations and managed by the Bank.
- 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 Consultant, as recorded in the Contract Form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein.
- v. **“Consultant”** is the successful Bidder found eligible as per eligibility criteria set out in this RFP, whose technical Bid has been accepted and who has emerged as TC1 Bidder as per the selection criteria set out in the RFP and to whom notification of award has been given by the Bank.
- vi. **“Deliverables/ Work Product”** shall mean all work product generated by Consultant solely or jointly with others in the performance of the Services, including, but not limited to, any and all information, notes, reports, material, drawings, records, diagrams, formulae, processes, technology, firmware, software, know-how, designs, ideas, discoveries, inventions, improvements, copyrights, trademarks and trade secrets.
- vii. **“Intellectual Property Rights”** shall mean and include (a) copyrights and all renewals thereof; (b) trademarks, trade names, service marks, service names, logos and corporate names, both primary and secondary, together with all goodwill associated therewith and including, without limitation, all translations, adaptations, combinations and derivations of each of the foregoing, (c) trade secrets and other confidential information (including proposals, financial and accounting data, business and marketing plans, customer and supplier lists and related information); (d) all other intellectual property, including but not limited to design rights, trade names, information technology, domain names; and (e) all registrations and applications for registration, extension or renewal filed anywhere in the world for each of the foregoing.

- viii. **“Total Contract Price/Total Project Cost/TCO”** means the price payable to Consultant over the entire period of Contract for the full and proper performance of its contractual obligations.
- ix. **“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 Consultant covered under this RFP.

5. SCOPE OF WORK:

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

The Bank may, at its sole discretion, provide remote access to its information technology system to IT Consultant through secured Virtual Private Network (VPN) in order to facilitate the performance of IT Services. Such remote access to the Bank’s information technology system shall be subject to the following:

- i. Consultant shall ensure that the remote access to the Bank’s VPN is performed through a laptop/desktop (“Device”) specially allotted for that purpose by the Consultant and not through any other private or public Device.
- ii. Service Provider shall ensure that only its authorized employees/representatives access the Device.
- iii. Consultant shall be required to get the Device hardened/configured as per the Bank’s prevailing standards and policy.
- iv. Consultant and/or its employee/representative shall be required to furnish an undertaking and/or information security declaration on the Bank’s prescribed format before such remote access is provided by the Bank.
- v. Consultant shall ensure that services are performed in a physically protected and secure environment which ensures confidentiality and integrity of the Bank’s data and artefacts, including but not limited to information (on customer, account, transactions, users, usage, staff, etc.), architecture (information, data, network, application, security, etc.), programming codes, access configurations, parameter settings, executable files, etc., which the Bank representative may inspect. Consultant shall facilitate and/or handover the Device to the Bank or its authorized representative for investigation and/or forensic audit.
- vi. Consultant shall be responsible for protecting its network and subnetworks, from which remote access to the Bank’s network is performed, effectively against unauthorized access, malware, malicious code and other threats in

order to ensure the Bank's information technology system is not compromised in the course of using remote access facility.

6. ELIGIBILITY AND TECHNICAL CRITERIA:

- i. Bid is open to shortlisted 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.
- ii. No Bidder or its associate shall submit more than one Bid for the Services desired under this RFP. A Bidder applying individually or as an associate shall not be entitled to submit another Bid either individually or through associates, as the case may be.

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-K** at the address/by e-mail within the date/time mentioned in the Schedule of Events.
- ii. A pre-Bid meeting will be held in person or online on the date and time specified in the Schedule of Events which may be attended by the authorized representatives of the Bidders interested to respond to this RFP.
- iii. The queries received (without identifying source of query) and response of the Bank thereof 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.

- 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. The Bidder shall furnish EMD for the amount and validity period mentioned in Schedule of Events of this RFP.

- ii. EMD is required to protect the Bank against the risk of Bidder's conduct.
- iii. The EMD should be in form of Bank Guarantee (as prescribed in **Appendix- M**) issued in favour of State Bank of India by any scheduled commercial bank in India. In case, SBI is the sole banker of the Bidder, a Letter of Comfort from SBI would be acceptable.

Scanned copy of original EMD Bank Guarantee should be uploaded on portal of e-Procurement agency along with technical bid. Original EMD Bank Guarantee should be delivered through registered post/courier given in person to the Bank at the address specified in Schedule of Event Sl. No. 1, within the bid submission date and time for the RFP.
- iv. Any Bid not accompanied by EMD for the specified amount and not submitted to the Bank as mentioned in this RFP will be rejected as non-responsive.
- v. The EMD of the unsuccessful Bidder(s) would be refunded/returned by the Bank within 2 weeks of the Bidder being notified as being unsuccessful.
- vi. The EMD of successful Bidder will be discharged upon the Bidder signing the Contract and furnishing the Bank Guarantee for the amount and validity as mentioned in this RFP, which should be strictly on the lines of format placed at **Appendix-G**.
- vii. No interest is payable on EMD.
- viii. The EMD may be forfeited:-**
 - (a) if a Bidder withdraws his Bid during the period of Bid validity specified in this RFP; or
 - (b) if a Bidder makes any statement or encloses any form which turns out to be false / incorrect at any time prior to signing of Contract; or
 - (c) if the successful Bidder fails to accept Purchase Order and/or sign the Contract with the Bank or furnish Bank Guarantee, within the specified time period in the RFP.
- ix. If EMD is forfeited for any reasons mentioned above, the concerned Bidder may be debarred from participating in the RFPs floated by the Bank/this department, in future, as per sole discretion of the Bank.

1. BID PREPARATION AND SUBMISSION:

i. The Bid is to be submitted separately for technical and Price on portal of e-Procurement agency for **providing of** consultancy for establishing Centralized Monitoring Station (CMS) Command Centre & Incident Management System (Capex / Opex) for branches of State Bank of India in response to the **RFP No. SBI/ RFP/SEC/CC-2025-01 dated 22/02/2025**. Documents mentioned below are to be uploaded on portal of e-Procurement agency with digital signature of authorised signatory:

- (a) Index of all the documents, letters, bid forms etc. submitted in response to RFP along with page numbers.
- (b) Bid covering letter/Bid form on the lines of **Appendix-A** on Bidder's letter head.
Proof of EMD Scanned copy of original BG should be uploaded subject to compliance of requirement mentioned in clause no "DEADLINE FOR SUBMISSION OF BIDS" sub-clause 11(ii).
- (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.
- (h) Certificate of local content as per **Appendix-N**.

ii. **Price Bid for** providing of consultancy for establishing Centralized Monitoring Station (CMS) Command Centre & Incident Management System (Capex / Opex) for branches of State Bank of India in response to the **RFP No. SBI/ RFP/SEC/CC-2025-01** dated **22/02/2025** should contain only Price Bid strictly on the lines of **Appendix-F**. The Price must include all the price components mentioned. Prices 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) It is mandatory for all the Bidders to have class-III Digital Signature Certificate (DSC) (in the name of person who will sign the Bid) from any of the licensed certifying agency to participate in this RFP. DSC should be in the name of the authorized signatory. It should be in corporate capacity (that is in Bidder capacity).
- (f) Bids are liable to be rejected if only one Bid (i.e. Technical Bid or Price Bid) is received.
- (g) 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.
- (h) The Bidder may also be asked to give presentation for the purpose of clarification of the Bid.
- (i) The Bidder must provide specific and factual replies to the points raised in the RFP.
- (j) The Bid shall be typed or written and shall be digitally signed by the Bidder or a person or persons duly authorized to bind the Bidder to the Contract.
- (k) All the enclosures (Bid submission) shall be serially numbered.
- (l) Bidder(s) should prepare and submit their online Bids well in advance before the prescribed date and time to avoid any delay or problem during the bid submission process. The Bank shall not be held responsible for any sort of delay or the difficulties faced by the Bidder(s) during the submission of online Bids.
- (m) Bidder(s) should ensure that the Bid documents submitted should be free from virus and if the documents could not be opened, due to virus or otherwise, during Bid opening, the Bid is liable to be rejected.
- (n) The Bank reserves the right to reject Bids not conforming to above.

11. DEADLINE FOR SUBMISSION OF BIDS:

- i. Bids must be submitted online on portal of e-Procurement agency by the date and time mentioned in the “Schedule of Events”.
- ii. The Bidder shall submit the original EMD Bank Guarantee and seal it in an envelope and mark the envelope as “Technical Bid”. The said envelope shall clearly

bear the name of the project and name and address of the Bidder. In addition, the last date for bid submission should be indicated on the right and corner of the envelope. The original documents (which have not been submitted during EOI process) should be submitted within the bid submission date and time for the RFP at the address mentioned in SI No 1 of Schedule of Events, failing which Bid will be treated as non-responsive.

- iii. In the event of the specified date for submission of Bids being declared a holiday for the Bank, the Bids will be received upto the appointed time on the next working day.
- iv. In case the Bank extends the scheduled date of submission of Bid document, the Bids shall be submitted by the time and date rescheduled. All rights and obligations of the Bank and Bidders will remain the same.

12. MODIFICATION AND WITHDRAWAL OF BIDS:

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

13. PERIOD OF BID VALIDITY AND VALIDITY OF PRICE:

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

remain fixed for the entire Contract period and shall not be subjected to variation on any account, including exchange rate fluctuations, if applicable. A Bid submitted with an adjustable price quotation will be treated as non-responsive and will be rejected.

14. BID INTEGRITY:

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

15. BIDDING PROCESS/OPENING OF TECHNICAL BIDS:

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

be asked to make presentations on the Service proposed to be offered by them.

- vii. If a Bid is not responsive, it will be rejected by the Bank and will not subsequently be made responsive by the Bidder by correction of the non-conformity.

16. TECHNICAL EVALUATION:

- i. Technical evaluation will include technical information submitted as per technical Bid format, Presentation and 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.
- ii. During evaluation and comparison of Bids, the Bank may, at its discretion ask the Bidders for clarification on the Bids received. The request for clarification shall be in writing and no change in prices or substance of the Bid shall be sought, offered or permitted. No clarification at the initiative of the Bidder shall be entertained after bid submission date.

17. EVALUATION OF PRICE BIDS AND FINALIZATION:

- i. The Price Bid of only those Bidders, who are short-listed after technical evaluation, would be opened. The minimum qualifying score for being technically qualified would be 70% of the total technical score.
- ii. After the opening of Price Bid, the scores of both Technical Evaluation and Commercial Evaluation would be calculated on 70:30 basis (70% Weightage to Technical and 30% Weightage to Commercial).
- iii. Successful bidder would be selected on the basis of Techno Commercial Evaluation as defined in Appendix-C..
- iv. Errors, if any, in the price breakup format will be rectified as under:
 - (a) If there is a discrepancy between the unit price and total price which is obtained by multiplying the unit price with quantity, the unit price shall prevail and the total price shall be corrected unless it is a lower figure. If the Bidder does not accept the correction of errors, the Bid will be rejected.

- (b) If there is a discrepancy in the unit price quoted in figures and words, the unit price in figures or in words, as the case may be, which corresponds to the total Bid price for the Bid shall be taken as correct.
- (c) If the Bidder has not worked out the total Bid price or the total Bid price does not correspond to the unit price quoted either in words or figures, the unit price quoted in words shall be taken as correct.
- (d) The Bidder should quote for all the items/services desired in this RFP. In case, prices are not quoted by any Bidder for any specific product and / or service, for the purpose of evaluation, the highest of the prices quoted by other Bidders participating in the bidding process will be reckoned as the notional price for that service, for that Bidder. However, if selected, at the time of award of Contract, the lowest of the price(s) quoted by other Bidders (whose Price Bids are also opened) for that service will be reckoned. This shall be binding on all the Bidders. However, the Bank reserves the right to reject all such incomplete Bids.

18. CONTACTING THE BANK:

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

19. 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 any revision thereto will be applicable for this RFP and only Class-I and Class-II local supplier are allowed to participate in this RFP. As the evaluation of successful bidder is on the basis of TC1, margin of purchase preference to Class-I local supplier shall not be applicable under this RFP.

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.

- ii. **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 self-certification as per **Appendix-N** that the product or service offered meets the minimum local content requirement for ‘Class-I local supplier’/ ‘Class-II local supplier’ as the case may be and shall give details of location(s) at which the local value addition is made.
- iii. 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 Price bid.
- iv. Bank will notify successful Bidder (TC1) 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.

- v. 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.
- vi. 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.
- vii. The successful Bidder shall be required to enter into a Contract with the Bank strictly on the lines of format given in appendix of this RFP 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.
- viii. Till execution of a formal contract, the RFP, along with the Bank's notification of award by way of issuance of purchase order and Consultant's acceptance thereof, would be binding contractual obligation between the Bank and the successful Bidder.
- ix. 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.
- x. 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 EMD and/or BG.
- xi. Upon notification of award to the successful Bidder, the Bank will promptly notify the award of contract to the successful Bidder on the Bank's website. The EMD of each unsuccessful Bidder will be discharged and returned.

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.
- iii. If any change in the work is likely to result in reduction in cost, the parties shall agree in writing so as to the extent of change in contract price, before the finally selected Bidder(s) proceeds with the change.

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-G** 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 the interest of the Bank against the risk of non-performance of Consultant 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 the invoking of Bank Guarantee.

25. SERVICES:

- i. Consultant should ensure that the quality of methodologies for delivering the services, adhere to quality standards/timelines stipulated therefor.
- ii. Consultant should ensure that vendor's key personnel having professionally qualification and relevant skill are always available to the Bank. Consultant support staff should be well trained to effectively handle queries raised by employees of the Bank.
- iii. Prompt support shall be made available as desired in this RFP during the contract period at the locations as and when required by the Bank. Consultant shall be agreeable for on-call/on-site support. No extra charge shall be paid by the Bank for such needs, if any, during the contract period.
- iv. Consultant shall provide monitoring of project implementation in 17 Circles of the Bank over the entire period of Contract.
- v. Consultant shall provide services of an expert engineer at SBI Corporate Centre or at other locations (specified by the Bank) whenever it is essential during the project implementation period. **No extra charge shall be paid by the Bank for such needs, if any, during the contract period.**

- vi. The consultant shall provide solutions which are compliant with Banks IS policy.
- vii. Updated escalation matrix shall be made available to the Bank once in each quarter and each time the matrix gets changed.

26. PENALTIES:

As mentioned in **Appendix-H** 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 (Consultant) 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 Services provided to the Bank and Consultant is required to submit such certification by such Auditors to the Bank. Consultant 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 Consultant. Consultant 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 Consultant before such audit and same shall be conducted during normal business hours.
- ii. Where any deficiency has been observed during audit of Consultant on the risk parameters finalized by the Bank or in the certification submitted by the Auditors, Consultant 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 Consultant shall require to be certified by the Auditors covering the respective risk parameters against which such deficiencies have been observed.
- iii. Consultant 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 Consultant. However, Consultant shall not be obligated to provide records/data not related to Services under the Agreement (e.g. internal cost breakup etc.).

- iv. Consultant shall grants unrestricted and effective access to a) data related to the outsourced activities; b) the relevant business premises of the Consultant; 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 Two years. 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 Consultant, 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 the total Project Cost.
- ii. Under no circumstances shall either Party be liable for any indirect, consequential or incidental losses, damages or claims including loss of profit, loss of business or revenue.
- iii. The limitations set forth herein shall not apply with respect to:
 - (a) claims that are the subject of indemnification pursuant to infringement of third party Intellectual Property Right;
 - (b) damage(s) occasioned by the Gross Negligence or Willful Misconduct of Consultant,
 - (c) damage(s) occasioned by Consultant for breach of Confidentiality Obligations,
 - (d) Regulatory or statutory fines imposed by a Government or Regulatory agency for non-compliance of statutory or regulatory guidelines applicable to the Bank, provided such guidelines were brought to the notice of Consultant.

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

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

32. CONFIDENTIALITY:

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

33. DELAY IN / CONSULTANT'S PERFORMANCE:

- i. Services shall be made by Consultant within the timelines prescribed in part II of this document.
- ii. If at any time during performance of the Contract, Consultant should encounter conditions impeding timely delivery and performance of Services, Consultant shall promptly notify the Bank in writing of the fact of the delay, its likely duration and cause(s). As soon as practicable after receipt of Consultant's notice, the Bank shall evaluate the situation and may, at its discretion, extend Consultants' 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 Consultant 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./CONSULTANT'S OBLIGATIONS:

- i. Consultant 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. Consultant 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. Consultant 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 Consultant's negligence. Consultant will pay all indemnities arising from such incidents and will not hold the Bank responsible or obligated.
- iv. Consultant is responsible for activities of its personnel or sub-contracted personnel (where permitted) and will hold itself responsible for any misdemeanours.
- v. Consultant shall treat as confidential all data and information about the Bank, obtained in the process of executing its responsibilities, in strict confidence and will not reveal such information to any other party without prior written approval of the Bank as explained under 'Non-Disclosure Agreement' in **Appendix-J** of this RFP.
- vi. Consultant 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.
- vii. The Consultant agrees to comply with the obligations arising out of the Digital Personal Data Protection Act, 2023, as and when made effective. Any processing of Personal Data by the Consultants in the performance of this Agreement shall be in compliance with the above Act thereafter. The Consultant shall also procure that any sub-contractor (if allowed) engaged by it shall act in compliance with the above Act, to the extent applicable. The Consultant understands and agrees that this agreement may have to be modified in a time bound manner to ensure that the provisions contained herein are in compliance with the above Act.
 - i. **TECHNICAL DOCUMENTATION:** Consultant shall provide documents related to review records/ and list of all documents relating to traceability of service level failure as and when applicable.
 - ii. Consultant shall also provide the MIS reports, data flow documents, as per requirements of the Bank. Any changes and/or clarification or corrections or modifications in the above-mentioned documentation should be supplied by Consultant to the Bank, free of cost in timely manner.

- iii. All documentation both in soft and hard copy should be provided to the Bank as per scope of this RFP.

35. INTELLECTUAL PROPERTY RIGHTS AND OWNERSHIP:

- i. Consultant agrees that all data or information supplied by the Bank to Consultant and/or the consultancy team in connection with the provision of Services by it shall remain the property of the Bank or its licensors.
- ii. Any licensed material used by Consultant for performing Services or developing Work Product for the Bank, Consultant should have right to use as well as right to license for the outsourced services. The Bank shall not be liable for any license or IPR violation on the part of Consultant.
- iii. Subject to below mentioned sub-clause (iv) and (v) of this RFP, Consultant shall, at its own expenses without any limitation, indemnify and keep fully and effectively indemnified the Bank against all costs, claims, damages, demands, expenses and liabilities of whatsoever nature arising out of or in connection with all claims of infringement of Intellectual Property Rights, including patent, trademark, copyright, trade secret or industrial design rights of any third party arising from the Services or use of Work Product or any part thereof in India or abroad under this RFP.
- iv. The Bank will give (a) notice to Consultant of any such claim without delay/provide reasonable assistance to Consultant in disposing of the claim; (b) sole authority to defend and settle such claim and; (c) will at no time admit to any liability for or express any intent to settle the claim provided that (i) Consultant shall not partially settle any such claim without the written consent of the Bank, unless such settlement releases the Bank fully from such claim, (ii) Consultant shall promptly provide the Bank with copies of all pleadings or similar documents relating to any such claim, (iii) Consultant shall consult with the Bank with respect to the defense and settlement of any such claim, and (iv) in any litigation to which the Bank is also a party, the Bank shall be entitled to be separately represented at its own expenses by counsel of its own selection.
- v. Consultant shall have no obligations with respect to any infringement claims to the extent that the infringement claim arises or results from: (i) Consultant's compliance with the Bank's specific technical designs or instructions (except where Consultant knew or should have known that such compliance was likely to result in an infringement claim and Consultant did not inform the Bank of the same); or (ii) any unauthorized modification or alteration of the Work Product by the Bank.

- vi. All Work Product prepared by the Consultant in performing the Services shall become and remain the sole and exclusive property of the Bank and all Intellectual Property Rights in such Work Product shall vest with the Bank. Any Work Product, of which the ownership or the Intellectual Property Rights do not vest with the Bank under law, shall automatically stand assigned to the Bank as and when such Work Product is created and Consultant agrees to execute all papers and to perform such other acts as the Bank may deem necessary to secure its rights herein assigned by Consultant. The Work Product shall not be used for any purpose other than intended under the scope of work, without prior written consent of the Bank.
- vii. In the event that Consultant integrates any work that was previously created by Consultant into any Work Product, Consultant shall grant to, and the Bank is hereby granted, a worldwide, royalty-free, perpetual, irrevocable license to utilize the incorporated items, including, but not limited to, any and all copyrights, patents, designs, trade secrets, trademarks or other Intellectual Property Rights, in connection with the Work Product.
- viii. Consultant agrees that the Bank owns the entire right, title and interest to any inventions, designs, discoveries, writings and works of authorship, including all intellectual property rights, copyrights. Any work made under this RFP shall be deemed to be 'work made for hire' under any Indian/U.S. or any other applicable copyright laws.

36. LIQUIDATED DAMAGES:

If Consultant fails to deliver and perform any or all the Services within the stipulated time, schedule as specified in this RFP/Agreement, the Bank may, without prejudice to its other remedies under the RFP/Agreement, and unless otherwise extension of time is agreed upon without the application of liquidated damages, deduct from the Project Cost, as liquidated damages as a sum equivalent to 0.2% of the respective milestone cost for delay of each day or part thereof in competing such a milestone maximum up to 10% of the said milestone Cost. Once the maximum deduction is reached, the Bank may consider termination of the Agreement.

37. 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. It is further clarified that:

- (a) Bidder shall not receive any remuneration in connection with the assignment except as provided in the Contract.
 - (b) Bidder shall provide professional, objective and impartial advice and at all times hold the Bank's interests paramount, strictly avoiding conflicts with other assignment(s)/job(s) or their own corporate interests, and act without any expectation/ consideration for award of any future assignment(s) from the Bank. Bidder shall avoid any conflict of interest while discharging contractual obligations and bring, before-hand, any possible instance of conflict of interest to the knowledge of the Bank, while rendering Services under the Agreement.
- 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) there is a conflict among the proposed project and other consulting assignments of the Bidder (including its personnel and Sub-consultant) and any subsidiaries or entities controlled by such Bidder or having common controlling shareholders. The duties of the Bidder will depend on the circumstances of each case. While providing consultancy services to the Bank for this particular assignment, Bidder shall not take up any assignment that by its nature will result in conflict with the present assignment; or
 - (g) a Bidder who has been engaged by the Bank to provide goods or works or services for a project, and its Members or Associates, will be disqualified from providing consulting services for the same project save and except as provided herein; conversely, a firm hired to provide consulting services for the preparation or implementation of a project, and its Members or Associates, will be disqualified from subsequently providing goods or works or services related to the same project.
- 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.
- iv. A Bidder eventually appointed to provide consultancy services for this Project, and

its Associates, shall be disqualified from subsequently providing goods or works or services related to the Project and any breach of this obligation shall be construed as Conflict of Interest; provided that the restriction herein shall not apply after a period of 5 (five) years from the completion of this assignment or to consulting assignments granted by the Bank at any time; provided further that this restriction shall not apply to consultancy/ advisory services performed for the Bank in continuation of this Consultancy or to any subsequent consultancy/ advisory services performed for the Bank in accordance with the respective RFP or proposals.

38. 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 37 " *CODE OF INTEGRITY AND DEBARMENT/BANNING* " sub-clause (i) hereinabove, if a Bidder is found by the Bank to have directly or indirectly or through an agent, engaged or indulged in any corrupt/fraudulent/coercive/undesirable or restrictive practices during the bidding Process, such Bidder shall not be eligible to participate in any EOI/RFP issued by the Bank during a period of 2 (two) years from the date of debarment.
- Vendor fails to abide by the terms and conditions or to maintain the required technical/operational staff/equipment or there is change in its production/service line affecting its performance adversely, or fails to cooperate or qualify in the review for empanelment;
- If Vendor ceases to exist or ceases to operate in the category of requirements for which it is empaneled;
- Bankruptcy or insolvency on the part of the vendor as declared by a court of law; or
- Banning by Ministry/Department or any other Government agency;
- Other than in situations of force majeure, technically qualified Bidder withdraws from the procurement process or after being declared as successful bidder: (i) withdraws from the process; (ii) fails to enter into a Contract; or (iii) fails to

provide performance guarantee or any other document or security required in terms of the RFP documents;

- If the Central Bureau of Investigation/CVC/C&AG or Vigilance Department of the Bank or any other investigating agency recommends such a course in respect of a case under investigation;
- Employs a Government servant or the Bank's Officer within two years of his retirement, who has had business dealings with him in an official capacity before retirement; or
- Any other ground, based on which the Bank considers, that continuation of Contract is not in public interest.
- If there is strong justification for believing that the partners/directors/proprietor/agents of the firm/company 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.

39. 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 Consultant 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 Consultant 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 Consultant under abovementioned sub-clause (i) (a) to (c), the Bank shall provide Consultant 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 Consultant, 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 Consultant shall be liable to the Bank for any increase in cost for such similar Services. However, Consultant shall continue performance of the Contract to the extent not terminated.
- iii. If the Contract is terminated under any termination clause, Consultant 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, Consultant 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 Consultant 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 Consultant. The existing Consultant shall continue to provide services as per the terms of the Agreement until a 'New Consultant' completely takes over the work. During the transition phase, the existing Consultant shall render all reasonable assistance to the new Consultant within such period prescribed by the Bank, at no extra cost to the Bank, for ensuring smooth switch over and continuity of services, provided where transition services are required by the Bank or New Consultant beyond the term of this Agreement, reasons for which are not attributable to Consultant, payment shall be made to Consultant for such additional period on the same rates and payment terms as specified in this Agreement. If existing Consultant is breach of this obligation, they shall be liable for paying a penalty of 10% of the total Project Cost on demand to the Bank, which may be settled from the payment of invoices or Bank Guarantee for the contracted period or by invocation of Bank Guarantee.

40. FORCE MAJEURE:

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

- ii. For the purposes of this clause, 'Force Majeure' means and includes wars, insurrections, revolution, civil disturbance, riots, terrorist acts, public strikes, hartal, bundh, fires, floods, epidemic, quarantine restrictions, freight embargoes, declared general strikes in relevant industries, Vis Major, acts of Government in their sovereign capacity, impeding reasonable performance of Consultant 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, Consultant shall promptly notify the Bank in writing of such condition and the cause thereof. Unless otherwise directed by the Bank in writing, Consultant 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, Consultant shall be entitled to receive payments for all services actually rendered up to the date of the termination of the Agreement.

41. TERMINATION FOR INSOLVENCY:

The Bank may, at any time, terminate the Contract by giving written notice to Consultant, if Consultant 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 Consultant, 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.

42. TERMINATION FOR CONVENIENCE:

- i. The Bank, by written notice of not less than 90 (ninety) days, may terminate the Contract, in whole or in part, for its convenience.
- ii. In the event of termination of the Agreement for the Bank's convenience, Consultant shall be entitled to receive payment for the Services rendered (delivered) up to the effective date of termination.

43. DISPUTES RESOLUTION:

- i. All disputes or differences whatsoever arising between the parties out of or in connection with the Contract (including dispute concerning interpretation) or in discharge of any obligation arising out of the Contract (whether during the progress of work or after completion of such work and whether before or after the termination of the Contract, abandonment or breach of the Contract), shall be settled amicably. If, however, the parties are not able to solve them amicably within 30 (Thirty) days after the dispute occurs, as evidenced through the first written communication from any Party notifying the other regarding the disputes, the same shall be referred to and be subject to the jurisdiction of competent Civil Courts of Mumbai only. The Civil Courts in Mumbai, Maharashtra shall have exclusive jurisdiction in this regard.
- ii. Consultant 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.

44. GOVERNING LANGUAGE:

The governing language shall be English.

45. APPLICABLE LAW:

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

46. TAXES AND DUTIES:

- i. Consultant 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 Consultant shall include all such taxes in the quoted price.
- ii. Prices 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 price quoted. The quoted prices and taxes/duties and statutory levies such as GST etc. should be specified in the separate sheet (**Appendix- F**).
- iii. Only specified taxes/ levies and duties in the **Appendix-F** will be payable by the Bank on actuals upon production of original receipt wherever required. If any

specified taxes/ levies and duties in **Appendix-F** are replaced by the new legislation of Government, same shall be borne by the Bank. The Bank shall not be liable for payment of those Central / State Government taxes, levies, duties or any tax/ duties imposed by local bodies/ authorities, which are not specified by the Bidder in **Appendix-F**

- iv. Prices payable to Consultant 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.
- 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 Consultant. The Agreement/ Contract would be stamped as per Maharashtra Stamp Act, 1958 and any amendment thereto.

47. 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 Consultant. 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 Consultant from his responsibility to pay any tax that may be levied in India on income and profits made by Consultant in respect of this Contract.
- ii. Consultant'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 Consultant shall perform such duties in regard to such deductions thereof as may be imposed on him by such laws and regulations.
- iii. Bank will deduct TDS at applicable rate while making payment under GST Act 2017 and Income Tax Act 1961.

48. TENDER FEE:

Not applicable.

49. EXEMPTION OF EMD:

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

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

Bidders may please note:

- i. NSIC certificate/ Udyog Aadhar Memorandum/ Udyam Registration Certificate should cover the items tendered to get EMD exemptions. Certificate/ Memorandum

should be valid as on due date / extended due date for Bid submission.

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

50. 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



Appendix –A : BID FORM

BID FORM (TECHNICAL BID)

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

Date: _____

To:
Chief Officer (Security)
Chief Officer (Security) Department
9th floor, State Bank Bhavan
Corporate Centre
Nariman Point, Mumbai- 400021

< Address of tendering office >

Dear Sir,
Ref: RFP No. SBI:xx:xxdated dd/mm/yyyy

~~~~~

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 Bids through online portal to be provided by the Bank's authorized Consultant, on the date advised to us.

- i. While submitting this Bid, we certify that:
- The undersigned is authorized to sign on behalf of the Bidder and the necessary support document delegating this authority is enclosed to this letter.
  - We declare that we are not in contravention of conflict of interest obligation mentioned in this RFP.
  - Prices submitted by us have been arrived at without agreement with any other Bidder of this RFP for the purpose of restricting competition.
  - The Prices submitted by us have not been disclosed and will not be disclosed to any other Bidder responding to this RFP.
  - We have not induced or attempted to induce any other Bidder to submit or not to submit a Bid for restricting competition.
  - We have quoted for all the services/items mentioned in this RFP in our price Bid.

- The rate quoted in the price 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-I** of this RFP and the rates quoted therein for the orders awarded by the Bank up to the period prescribed in the RFP, which shall remain binding upon us.
- viii. Till execution of a formal contract, the RFP, along with the Bank’s notification of award by way of issuance of purchase order and our acceptance thereof, would be binding contractual obligation on the Bank and us.
- ix. We understand that you are not bound to accept the lowest or any Bid you may receive and you may reject all or any Bid without assigning any reason or giving any explanation whatsoever.



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

Dated this ..... day of ..... 201

\_\_\_\_\_

(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

#### Bidder's Eligibility Criteria

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

| S. No. | Eligibility Criteria                                                                                                                                                                                                                         | Compliance (Yes/No) | Documents to be submitted.<br><b><u>(Documents if submitted during EOI stage need not be re-submitted.)</u></b>                                                                                                                                                              |
|--------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| 1.     | The Bidder must be an Indian Company/ LLP /Partnership firm registered under applicable Act in India.                                                                                                                                        |                     | Certificate of Incorporation issued by Registrar of Companies and full address of the registered office along with Memorandum & Articles of Association/ Partnership Deed.<br>Pan card<br>GST registration                                                                   |
| 2      | The Bidder must comply with the requirements contained in O.M. No. 6/18/2019-PPD, dated 23.07.2020 order (Public Procurement No. 1), order (Public Procurement No. 2) dated 23.07.2020 and order (Public Procurement No. 3) dated 24.07.2020 |                     | Bidder should specifically certify in <b>Appendix A</b> in this regard and provide copy of registration certificate issued by competent authority wherever applicable.                                                                                                       |
| 3      | The Bidder annual turnover during the last three financial years (FY 2021-22, 2022-23, and 2023-24). Minimum Average turn over should be 8 Cr.                                                                                               |                     | <ul style="list-style-type: none"> <li>▪ Audited financial statements of last three financial years (FY 2021-22, 2022-23, and 2023-24)</li> </ul> Certificate from the Statutory Auditor on turnover details of the three financial years (FY 2021-22, 2022-23, and 2023-24) |
| 4.     | The Bidder net profit figure for the last three financial years (FY 2021-22, 2022-23, and 2023-24)                                                                                                                                           |                     | <ul style="list-style-type: none"> <li>▪ Audited financial statements &amp; CA Certificate for the years mentioned (for the last three financial years)</li> </ul>                                                                                                           |

|    |                                                                                                                                                                                                                                                                               |  |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     |
|----|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| 5. | The Bidder consulting business in similar project in India during last 10 years.<br>Applicant should have minimum 5 years of business in consulting.                                                                                                                          |  | Proof of work undertaken to be submitted                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            |
| 6. | The Bidder should either be Class-I or Class-II local supplier as defined under this RFP.                                                                                                                                                                                     |  | Certificate of local content to be submitted as per <b>Appendix-N</b> .                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             |
| 7. | Client references and contact details (email/ landline/ mobile) of customers for whom the Bidder has executed similar projects in India.<br>(Start and End Date of the Project to be mentioned) in the past (At least 02__ client references are required)                    |  | Bidder should specifically confirm on their letter head in this regard as per <b>Appendix-L</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     |
| 8. | Past/present litigations, disputes, if any (Adverse litigations could result in disqualification, at the sole discretion of the Bank)                                                                                                                                         |  | Brief details of litigations, disputes <b>related to</b> product/services being procured under this RFP or infringement of any third party Intellectual Property Rights by prospective Bidder/ OEM or disputes among Bidder's board of directors, liquidation, bankruptcy, insolvency cases or cases for debarment/blacklisting for breach of contract/fraud/corrupt practices by any Scheduled Commercial Bank/ Public Sector Undertaking / State or Central Government or their agencies/ departments or any such similar cases, if any are to be given on Company's letter head. |
| 9. | 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.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             |

|     |                                                                                                                                                            |  |                                                                                                                                   |
|-----|------------------------------------------------------------------------------------------------------------------------------------------------------------|--|-----------------------------------------------------------------------------------------------------------------------------------|
| 10. | The Bidder should not have any Service Level Agreement pending to be signed with the Bank for more than 6 months from the date of issue of purchase order. |  | Bidder should specifically certify in <b>Appendix A</b> in this regard.                                                           |
| 11  | The Bidder experience of providing Project Monitoring Services for surveillance in Govt/ Pvt companies having pan India presence,                          |  | The participating consulting firm to produce copy of the work order, contract agreement & completion certificate from the client  |
| 12  | The Bidder experience of providing Project Monitoring Services for e-surveillance in Pvt/ PSU banks/ Financial Institutions having pan India presence      |  | The participating consulting firm to produce copy of the work order, contract agreement & completion certificate from the client. |

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: Technical Eligibility Criteria

#### Technical Eligibility Criteria

- (A) **Availability of Key Personnel:** The Bidder shall offer and make available all Key Personnel meeting the requirements specified in sub-clause (B) below.
- (B) **Conditions of Eligibility for Key Personnel:** Each of the Key Personnel must fulfill the following conditions of Eligibility:-

| Key Personnel                    | Educational Qualification | Length of Professional experience years | Experience on no of eligible relevant assignments |
|----------------------------------|---------------------------|-----------------------------------------|---------------------------------------------------|
| Project Manager                  | MBA                       | 10                                      | 5                                                 |
| Technology Expert (Surveillance) | BE/BTech/<br>MTech        | 5                                       | 3                                                 |
| Network Expert                   | BE/BTech/<br>MTech        | 5                                       | 3                                                 |
| IT Infrastructure Expert         | BE/BTech/<br>MTech        | 5                                       | 3                                                 |
| Procurement Expert               | BE/BTech/<br>MTech        | 5                                       | 3                                                 |

- (C) The Consultancy Team shall consist of the following key personnel (the “**Key Personnel**”) who shall discharge their respective responsibilities as specified below:

| Key Personal <sup>1</sup>        | Responsibilities                                                                                                                  |
|----------------------------------|-----------------------------------------------------------------------------------------------------------------------------------|
| Project Manager                  | Achieve all milestones as defined in the RFP                                                                                      |
| Technology Expert (Surveillance) | System Architecture, establishing the centralized monitoring stations CMS till Branch level and Command Centre at various levels. |

*Key Personnel and their responsibilities may be added as per project-specific requirements.*

|                          |                                                                                                                 |
|--------------------------|-----------------------------------------------------------------------------------------------------------------|
| Network Expert           | Integration of various sensors/ Cameras with the CMS, Design and establish Network architecture for the project |
| IT Infrastructure Expert | Security certifications and compliance to IS policy of the Bank                                                 |
| Procurement Expert       | Ensure Government instructions and CVC guidelines during onboarding of vendors.                                 |

- (D) The proposed team shall be composed of experts and specialists (the “**Professional Personnel**”) in their respective areas of expertise and managerial/support staff (the “**Support Personnel**”) such that the Consultant should be able to complete the Consultancy within the specified time schedule. The Key Personnel shall be included in the proposed team of Professional Personnel. Other competent and experienced Professional Personnel in the relevant areas of expertise must be added as required for successful completion of this Consultancy. The CV of each such Professional Personnel, if any, should also be submitted.
- (E) The Bank will examine the CVs of all other Professional Personnel and those not found suitable shall be replaced by the Applicant to the satisfaction of the Bank.

**(F) Technical Evaluation matrix**

Technical evaluation will be in following stages.

- i. Eligibility and responsiveness of the firm will be assessed by verifying proof of submission of EMD and completeness of all the required documents as prescribe in the RFP.
- ii. Marks obtained during EOI will be included in the technical evaluation marks. The weightage of marks obtained during EOI will be 50 %.
- iii. The bidder firms will also be evaluated on their presentation. The weightage of marks obtained on assessment of presentation will be 50 %. The evaluation matrix for assessment of presentation will be as per the following table.

| S No             | Approach & Methodology                                                                                                                       | Requirement    | Max Marks            | Supporting documents                      |
|------------------|----------------------------------------------------------------------------------------------------------------------------------------------|----------------|----------------------|-------------------------------------------|
| 1                | <b>Understanding of the objectives indicated in the RFP</b>                                                                                  |                |                      | <b>A detailed note &amp; presentation</b> |
|                  | Assessment to be based on<br>a) Consultant's approach and work plan and how it responds to the project objective                             | Very Good      | Full marks <b>20</b> |                                           |
|                  |                                                                                                                                              | Good           | 80% of 20            |                                           |
|                  |                                                                                                                                              | Satisfactory   | 60 % of 20           |                                           |
|                  |                                                                                                                                              | Unsatisfactory | 30% of 20            |                                           |
|                  |                                                                                                                                              | Not relevant   | 10 % of 20           |                                           |
|                  | b) Project design                                                                                                                            | Very Good      | Full marks <b>20</b> |                                           |
|                  |                                                                                                                                              | Good           | 80% of 20            |                                           |
|                  |                                                                                                                                              | Satisfactory   | 60 % of 20           |                                           |
|                  |                                                                                                                                              | Unsatisfactory | 30% of 20            |                                           |
| Not relevant     |                                                                                                                                              | 10 % of 20     |                      |                                           |
| 2                | <b>Demonstration of understanding Banks requirement</b>                                                                                      |                |                      |                                           |
|                  | Assessment to be based on<br>a) understanding of Challenges likely to be encountered & mitigation proposed                                   | Very Good      | Full Marks <b>15</b> |                                           |
|                  |                                                                                                                                              | Good           | 80% of 15            |                                           |
|                  |                                                                                                                                              | Satisfactory   | 60% of 15            |                                           |
|                  |                                                                                                                                              | Unsatisfactory | 30% of 15            |                                           |
|                  |                                                                                                                                              | Not relevant   | 10 % of 15           |                                           |
|                  | b) Completeness of the proposal and responsiveness of the consultant. How the proposal responds exhaustively to all requirements of the Bank | Very Good      | Full Marks <b>15</b> |                                           |
|                  |                                                                                                                                              | Good           | 80% of 15            |                                           |
|                  |                                                                                                                                              | Satisfactory   | 60% of 15            |                                           |
|                  |                                                                                                                                              | Unsatisfactory | 30% of 15            |                                           |
| Not relevant     |                                                                                                                                              | 10 % of 15     |                      |                                           |
| 3                | <b>Project work breakdown structure</b>                                                                                                      |                |                      |                                           |
|                  | Assessment to be based on<br>a) Overall timelines, resource assignment, & Completion plan.                                                   | Very Good      | Full Marks <b>15</b> |                                           |
|                  |                                                                                                                                              | Good           | 80% of 15            |                                           |
|                  |                                                                                                                                              | Satisfactory   | 60% of 15            |                                           |
|                  |                                                                                                                                              | Unsatisfactory | 30% of 15            |                                           |
|                  |                                                                                                                                              | Not relevant   | 10 % of 15           |                                           |
|                  | b) Technical and equipment proposal                                                                                                          | Very Good      | Full Marks <b>15</b> |                                           |
|                  |                                                                                                                                              | Good           | 80% of 15            |                                           |
|                  |                                                                                                                                              | Satisfactory   | 60% of 15            |                                           |
|                  |                                                                                                                                              | Unsatisfactory | 30% of 15            |                                           |
| Not relevant     |                                                                                                                                              | 10 % of 15     |                      |                                           |
| Total Marks= 100 |                                                                                                                                              |                |                      |                                           |

### **Techno Commercial Evaluation:**

(**Techno Commercial evaluation** will be used for Procurement of consultancy services. The RFP shall specify the minimum qualifying score for the technical bid and also the relative weightages to be given to the technical criteria (quality) and cost.)

The Criteria for Technical Evaluation and Commercial Evaluation will have weightage of **70:30**. Bidders scoring **less than 70X%** marks in the Technical Evaluation will not be considered for the selection process, and their Commercial Bids will not be opened.

The proposal with the Highest Weighted Combined Score (quality and cost / **TC1**) shall be selected.

In case of tie between two or more bidders for the Highest Total Combined Score, then the bidder with **Highest Technical Score** amongst such bidders shall be the successful bidder.

### **Illustration:**

- i. Bids will be evaluated as per Combined Quality Cum Cost Based System. The Technical Bids will be allotted weightage of <70>% while Commercial Bids will be allotted weightage of <30>%.
- ii. A combined score "**Score (S)**" will be arrived at after considering the Commercial quote and the marks obtained in Technical evaluation with relative weights of <30> % for Commercial bid and <70> % for Technical Bid according to the following formula:

$$\text{Combined Score of A} = <70> \times \frac{\text{Technical Bid Score of A}}{\text{Highest Technical Score}} + <30> \times \frac{\text{Lowest Commercial Bid}}{\text{Commercial Bid of A}}$$

The bidder obtaining the Highest Total Combined Score in evaluation of technical and commercial evaluation will be ranked **TC – 1** followed by proposal securing lesser marks as **TC – 2, TC – 3** etc. **Bidder securing Highest Combined Marks and ranked TC – 1 shall be recommended for award of contract.** Bank will follow the internal procedure for necessary approvals and thereafter proceed with notification of award of contract.

| Sr. No | Bidder | Technical Evaluation Marks (t) | Commercial Bid (f) | Weighted technical Score<br>={ (t)/t highest } × 70 | Weighted Commercial Score<br>=(f lowest / f) × 30 | Score "S" out of 100 |
|--------|--------|--------------------------------|--------------------|-----------------------------------------------------|---------------------------------------------------|----------------------|
| 1      | A      | 90                             | 60                 | (90/90) × 70 = 70                                   | (50/60) × 30 = 25                                 | <b>95</b>            |
| 2      | B      | 80                             | 70                 | (80/90) × 70 = 62.2                                 | (50/70) × 30 = 21.42                              | <b>83.62</b>         |
| 3      | C      | 70                             | 50                 | (70/90) × 70 = 54.4                                 | (50/50) × 30 = 30                                 | <b>84.4</b>          |

In the above example, “A” the bidder with the highest score becomes the successful bidder (TC-1).

**Final Evaluation:**

The commercials will be finalized among the shortlisted bidders who obtain  $< 70 > \%$  **or more marks in technical evaluation.** The Final bidder will be selected on the basis of **TC -1** as given above. The bidder securing highest combined marks (Technical score + Commercial score) and ranked **TC-1** shall be recommended for award of contract.

**Name & Signature of authorised signatory**

**Seal of Company**

**Appendix-D: Bidder Details****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 |         |
| 9      | Details for EMD Refund (applicable only if EMD is directly credited in designated account):-<br>a) Account No.<br>b) Name of account holder<br>c) Name of Bank<br>d) IFSC Code          |         |

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

## APPENDIX-E: SCOPE OF WORK AND PAYMENT SCHEDULE

### Scope of Work and Payment Schedule

**As per EOI /SEC/CC/2024-01 dated 26.11.2024, the scope of the project is as below:**  
The project entails implementing a comprehensive CCTV surveillance system CAPEX / OPEX across all SBI branches (22,685 branches across India. The number of branches as specified above is indicative. However, the consultant shall keep a provision to cater the solution with an increment of number of branches, as 20% for a period of five years), to enhance security, **monitoring, reporting and incident management** in real-time. By creating a unified surveillance infrastructure, the project aims to establish a secure environment for customers and employees while safeguarding critical assets. This project encompasses the end-to-end installation, integration, and configuration of high-definition AI surveillance cameras, advanced video analytics software, and secure network and data storage solutions designed for scalability and reliability.

The surveillance system will leverage modern technologies, such as high-resolution thermal imaging and intelligent video analytics, to enable efficient incident detection, response, and reporting. Additionally, the project incorporates centralized monitoring and remote access capabilities, allowing SBI's security team to oversee all activities of the LHO branches at respective LHO's and integration of all LHO's at a single command center located at Corporate Centre on a dashboard. This proactive approach not only facilitates timely interventions but also aids in data-driven decision-making for continuous improvement in security policies. Ultimately, this project aligns with SBI's commitment to operational excellence and customer safety, providing a robust surveillance framework to meet the evolving security needs of its vast network.

| Sl No | Particulars                            | Details                                                                   |
|-------|----------------------------------------|---------------------------------------------------------------------------|
| 1     | Type                                   | CAPEX / OPEX                                                              |
| 2     | Centralized Monitoring Station Command | Minimum 1 Centralized Monitoring Stations to be established at LHO level. |

|   |                                                                        |                                                                                                                                       |
|---|------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------|
|   | Centre & Incident Management System (CAPEX / OPEX) for branches        |                                                                                                                                       |
| 3 | Number of Command Centre required with integration of CMS on Dashboard | Minimum 1 in each circle at LHOs and integration of all circles in one Centralized Command Centre at Corporate Centre.                |
| 4 | Approx. branches to be covered                                         | Cash Balance Branches :- 21259 *(as on date)<br>Currency Chest Branches:- 1426 *(as on date)<br>*It may increase / decrease in future |
| 5 | Total number of circles                                                | 17 Circles                                                                                                                            |
| 6 | Main Command Centre                                                    | Corporate Centre Mumbai                                                                                                               |

The selected consultant appointed on the job shall carryout:

- Site visits of branches (minimum 5 Rural, 5 Semi Urban and 5 Urban branches and 2 CC Branches in Maharashtra and Chandigarh Circles each & 5 Currency Chest Branches in Mumbai Metro Circle.) and explore the feasibility of establishing a Centralized Monitoring Station, Command Centre (CMS) & Incident Management System for 24x7 Monitoring, Reporting, Active Deterrence and incident management (like Robbery / Dacoity / Burglary / Internal threats / fire breakout) of our 22,685 branches across India. The number of branches as specified above is indicative. However, the consultant shall keep a provision to cater the solution with an increment of number of branches, as 20% for a period of five years.
- Preparation of tender documents (RFP) for selection of eligible and competent vendors for establishing the centralized monitoring stations CMS) for branches and command centers at LHO's and Corporate Centre through dashboard.
- Assist the Bank in selection of vendors and award the work.
- Proof Of Concept in minimum two circles. (5 Branches specified by the Bank in Bhubaneswar and Mumbai Metro Circles). Site visit to all nominated Branches and LHO in both circles.



- Pilot testing of project in at least five circles. Pilot should be carried out at least at Administrative Office/ zonal level (Branches specified by the Bank) in Guwahati, Maharashtra, Chennai, Jaipur & Chandigarh Circles. Site visit to the nominated LHO, AO and 10 % of the Branches under pilot testing in each Circle.
- Extending the project to all the currency chests and cash balance branches in India. On site demonstration of command center at each LHO prior to go live.
- 24X7 electronic surveillance of branches through AI Based video monitoring, recording, installation of suitable sensors, thermal sensors, hooters etc and should have ability to intervene through voice communication in the event of an intrusion/ untoward incident etc.
- Reporting of untoward incidents via sharing of related CCTV snapshots and detailed report mentioning
  - Date of incident
  - Nature of incident
  - Time of incident
  - Location Code
  - Location Name
  - Location Address
  - Incident description
  - Action taken
  - Loss / casualty (if any)
  - Lodging of FIR

| SI No | Particulars                                                                | Requirements/ Remarks                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             |
|-------|----------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| 1     | Description of Services<br><u><b>Project Phases and Timelines</b></u><br>) | <p><u><i>Design Phase: 3 Months from the date of LoA to the selected Consultant.</i></u></p> <ul style="list-style-type: none"> <li>• Conduct an as-is study to evaluate the existing surveillance systems across SBI branches and identify any gaps and specific security needs for customization.</li> <li>• Conduct initial stakeholder meetings to align on project expectations, critical success factors, and timelines.</li> <li>• Identify potential risks related to surveillance implementation in diverse geographical areas and propose mitigation strategies.</li> <li>• Prepare the Detailed Project Report (DPR), detailing proposed technical architecture, surveillance solution, risk assessment, project financials &amp; estimates and deployment strategies to serve as the project's blueprint.</li> <li>• Prepare a Request for Proposal (RFP) with project requirements, vendor qualifications, compliance requirements, and expected deliverables.</li> </ul> <p><u><i>Bid Process Management Phase: 3-6 Months from the date of LoA to the selected Consultant.</i></u></p> <ul style="list-style-type: none"> <li>• Evaluation of bids of System Integrators (SI) based on technical, financial, and other RFP criteria.</li> <li>• Address pre-bid queries and assist the Bank in drafting necessary corrigendum/addendum.</li> </ul> |

|  |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      |
|--|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
|  | <ul style="list-style-type: none"> <li>• Assist Bank in SI onboarding activities including contract drafting and project kick off.</li> </ul> <p><b><u>Pilot Project: 6-12 Months from the date of LoA to the selected Consultant.</u></b></p> <ul style="list-style-type: none"> <li>• Conduct POC of in 5 branches in minimum 2 circles and submit report. (5 Branches specified by the Bank in Hyderabad and Mumbai Metro Circles).</li> <li>• Carryout pilot project in minimum 5 circles and assess the performance of the project. Pilot should be carried out at least at Administrative Office/ zonal level (Branches specified by the Bank) in Guwahati, Maharashtra, Chennai, Jaipur &amp; Chandigarh Circles.</li> <li>• Oversee the implementation &amp; establishment of Centralized Monitoring stations in circles earmarked for pilot project.</li> <li>• Oversee the implementation &amp; establishment of command Centre at LHO of the pilot project circle.</li> <li>• Oversee the implementation &amp; establishment of Centralized Command Centre by integrating all five-pilot circle command Centre at Corporate Centre.</li> <li>• Conduct User Acceptance Testing (UAT) across branches to verify system functionality, ensuring that it meets all RFP requirements.</li> <li>• Monitor Service Level Agreements (SLAs) and conduct periodic reviews during pilot to ensure ongoing compliance with performance benchmarks.</li> </ul> <p><b><u>Project Monitoring Phase: 12 - 24 Months from the date of LoA to the selected Consultant.</u></b></p> <ul style="list-style-type: none"> <li>• Oversee the implementation &amp; establishment of Centralized Monitoring stations across the nation in cash balance and currency chest branches, coordinating with</li> </ul> |
|--|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|

|   |                             |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     |
|---|-----------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
|   |                             | <p>vendors to ensure consistent standards and efficient execution.</p> <ul style="list-style-type: none"> <li>• Conduct User Acceptance Testing (UAT) across branches in the Circles to verify system functionality, ensuring that it meets all RFP requirements.</li> <li>• Monitor Service Level Agreements (SLAs), conducting periodic reviews to ensure ongoing compliance with performance benchmarks.</li> <li>• Establish regular reporting mechanisms to provide SBI management with updates on project progress, challenges, and milestones achieved.</li> <li>• Develop a training plan to equip security personnel with the skills to operate the new surveillance systems.</li> <li>• Set up a feedback templates to report issues or suggestions, ensuring continuous improvement in surveillance operations.</li> <li>• Conduct post-implementation surveys to evaluate project efficiency</li> </ul> |
| 2 | Description of Deliverables | <ul style="list-style-type: none"> <li>• Detailed Project Report (DPR)</li> <li>• RFP for selection of Vendors / System Integrators (SIs)</li> <li>• Onboarding of vendors / System Integrators (SIs)</li> <li>• POC Report</li> <li>• Pilot project Report</li> <li>• Demo of Monitoring stations</li> <li>• Demo of Command Centre dashboard at LHO and CC level</li> <li>• Progress report at monthly intervals</li> <li>• Presentations on all above deliverables</li> <li>• Training plan to equip security personnel with the skills to operate the new surveillance systems</li> </ul>                                                                                                                                                                                                                                                                                                                       |

|   |                                                                           |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    |
|---|---------------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| 3 | Term of the Project – Project Schedule; Milestones and delivery locations | <p><u>Phase -1 Design Phase</u> - (3 Months from the date of LoA to the selected Consultant.)</p> <p><u>Phase -2 Bid Process Management Phase</u> - (3 Months to - 6 Months from the date of LoA to the selected Consultant.)</p> <p><u>Phase -3 Pilot Project Phase</u> - (6 Months to 12 Months from the date of LoA to the selected Consultant.)</p> <p><u>Phase -4 Project Monitoring Phase</u> - (12 months to 24 Months from the date of LoA to the selected Consultant.)</p>                                                                                                                                                                                                                |
| 4 | Regulatory Compliance Requirements /                                      | <p>The Consultant should comply with Bank’s Information Security Policy in key concern areas relevant to the RFP.</p> <ul style="list-style-type: none"> <li>• Responsibilities for data and application privacy and confidentiality</li> <li>• Custodial responsibilities for data, software, hardware/ equipment, and other assets of the Bank being managed by or assigned to the Vendor</li> <li>• Physical Security of the facilities</li> <li>• Physical and logical separation from other customers of the consultant</li> <li>• Incident response and reporting procedures</li> <li>• Password Policy of the Bank</li> <li>• Data Encryption/Protection requirement of the Bank</li> </ul> |
| 5 | Training                                                                  | <p>Security officers and Control Room Operators to be trained on the functional aspects of Command Centers at LHO and CC levels during pilot and before go live at each LHO without any extra cost.</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            |
| 6 | Payment schedule                                                          | <p><i>The fees and compensation payable is given in the table below:</i></p> <p><i>The project is a fixed-fee engagement. The Consultant is entitled to invoice the Bank for fees and expenses on the achievement of Milestones/ Acceptance of Deliverables.).</i></p>                                                                                                                                                                                                                                                                                                                                                                                                                             |

### SCHEDULE FOR PAYMENT

As full consideration to the Consultant for the performance of the Services under the Agreement, the Bank shall pay the sum of ----- plus applicable taxes as mentioned in the Agreement. The schedule for Payment of the Services shall be as below:

| <b>Key Dates/<br/>Milestones/ Phases<br/>(T= Contract<br/>signing Date)</b> | <b>Description of Deliverables</b>                                                                                     | <b>Payment %</b> |
|-----------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------|------------------|
| T+3 Months                                                                  | Detailed Project Report (DPR)<br>RFP for selection of Vendors ( On approval of RFP<br>by the Competent Authority (CA)) | 10%              |
| T+6 Months                                                                  | Onboarding of vendors (On issuance of PO to the<br>Vendors)                                                            | 10%              |
| T+12 Months                                                                 | POC Report of two Circles<br>Pilot project Report of minimum Five Circle (On<br>approval of report by CA)              | 10%              |
| T+18 Months                                                                 | Completion of Project implementation in<br>minimum 8 Circles (On receipt of Completion<br>Certificate by the Circles)  | 20%              |
| T+24 Months                                                                 | Completion of Project implementation in all<br>Circles (On receipt of Completion Certificate by<br>the Circles)        | 50%              |
|                                                                             | <b>Total</b>                                                                                                           | 100%             |



**APPENDIX-F: PRICE BID****Price Bid**

The Price Bid needs to contain the information listed hereunder and needs to be submitted on portal of e-Procurement agency.

We have understood the prequalification criteria, scope of the services to be offered, the terms and conditions for the appointment to be rendered by the Consultancy Firm (Consultant) specified by SBI in their technical bid as well from their standard agreement for the captioned purpose and we will abide by the same in case our proposal is accepted.

Accordingly, we now quote a Total Cost of Ownership (TCO)/Total Project Cost (in figure) \_\_\_\_\_ (in words) **plus GST** at actual as applicable.

We also agree that the above payment of the fees will be released to us at pre-determined stages/ milestones related to the progress of work based on the RFP and standard terms of SBI in this regard.

**Name of the Bidder:**

| Type of services | Total Cost*             | GST% |
|------------------|-------------------------|------|
|                  | Rs -----(In words-----) |      |

\* This will be the Total Project Cost and should be quoted in the Price Bid.

**Name & Signature of authorised signatory**

**Seal of Company**



**APPENDIX-G : BANK GUARANTEE FORMAT**

**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 "Consultant/ Vendor" which expression shall unless repugnant to the context or meaning thereof shall include its successor, executor & assigns) has agreed to \_\_\_\_\_ (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 Consultant 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 \_\_\_\_\_, Consultant is required to furnish a Bank Guarantee for a sum of Rs. \_\_\_\_\_/- (Rupees \_\_\_\_\_ only) for due performance of the obligations of Consultant 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 Consultant 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 Consultant, 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 Consultant, agreed to issue, on behalf of Consultant, Guarantee as above, for an amount of Rs. \_\_\_\_\_/- (Rupees \_\_\_\_\_ only).

**NOW THIS GUARANTEE WITNESSETH THAT**

1. In consideration of SBI having agreed to entrust Consultant for rendering Services as mentioned in the RFP, we, the Guarantors, hereby unconditionally and irrevocably guarantee that Consultant shall fulfill its commitments and obligations in respect of providing the Services as mentioned in the RFP/Agreement and in the event of Consultant 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 Consultant and notwithstanding any contestation or existence of any dispute whatsoever between Consultant 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 Consultant 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 Consultant.
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 Consultant or any indulgence of any kind shown by SBI to Consultant 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 Consultant or winding up / liquidation of Consultant, 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 Mumbai, India alone shall have the jurisdiction to try & entertain any dispute arising out of this Guarantee.

**Notwithstanding anything contained herein above:**

- i. Our liability under this Bank Guarantee shall not exceed Rs \_\_\_\_\_/-  
(Rs. \_\_\_\_\_ only)
- ii. This Bank Guarantee shall be valid upto \_\_\_\_\_
- 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**

**APPENDIX-H: PENALTIES****PENALTIES**

| <b><u>Sl No</u></b> | <b><u>Parameter</u></b>                                                                                                                    | <b><u>Metric</u></b>                                                                                                                                                                                                           | <b><u>Penalty</u></b>                                                                                                                              |
|---------------------|--------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------|
| <b><u>1</u></b>     | <b><u>Site visits to conduct study / POC/ Pilot Testing / Commissioning (Go Live) of the Project at all LHO &amp; Corporate Centre</u></b> | <b><u>Prescribed minimum number of site visits as stipulated in the RFP may be carried out by the Consultant. The consultant to obtain confirmation in this regard from the BM/ SO(AO) / CSO (LHO) as the case may be.</u></b> | <b><u>Failure to carryout minimum number of site visits during each phase shall attract a penalty of Rs 10000/- for non-visit of per site.</u></b> |
| <b><u>2</u></b>     | <b><u>Availability of Key Personnel</u></b>                                                                                                | <b><u>The key personnel should be available at the Bank premise as defined in the RFP</u></b>                                                                                                                                  | <b><u>A penalty of Rs 5000 per day for absence of each resource</u></b>                                                                            |

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



**APPENDIX-I: SERVICE LEVEL AGREEMENT**

**Appendix I (Service Level Agreement) is attached separately**

**APPENDIX-J: NON-DISCLOSURE AGREEMENT****NON-DISCLOSURE AGREEMENT**

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

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

And

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

And Whereas

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

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

**NOW IT IS HEREBY AGREED BY AND BETWEEN THE PARTIES AS UNDER****1. Confidential Information and Confidential Materials:**

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

**2. Restrictions**

- (a) Each party shall treat as confidential the Contract and any and all information (“confidential information”) obtained from the other pursuant to the Contract and shall not divulge such information to any person (except to such party’s “Covered Person” which term shall mean employees, contingent workers and professional advisers of a party who need to know the same) without the other party’s written consent provided that this clause shall not extend to information which was rightfully in the possession of such party prior to the commencement of the negotiations leading to the Contract, which is already public knowledge or becomes so at a future date (otherwise than as a result of a breach of this clause). Receiving Party will have executed or shall execute appropriate written agreements with Covered Person, sufficient to enable it to comply with all the provisions of this Agreement. If Consultant appoints any Sub-Contractor (if allowed) then Consultant 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 provided, however, each Party shall be permitted to retain one copy of the Confidential Information for the purposes of dispute resolution, compliance with regulatory agency or authority and internal compliance procedures, provided such copies being held and kept confidential.
- (c) Receiving Party acknowledges that monetary damages may not be the only and / or a sufficient remedy for unauthorized disclosure of Confidential Information and that disclosing party shall be entitled, without waiving any other rights or remedies (including but not limited to as listed below), to injunctive or equitable relief as may be deemed proper by a Court of competent jurisdiction.
- i. Suspension of access privileges



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

dated subsequently to the date of this Agreement and signed by both parties. None of the provisions of this Agreement shall be deemed to have been waived by any act or acquiescence on the part of Disclosing Party, its agents, or employees, except by an instrument in writing signed by an authorized officer of Disclosing Party. No waiver of any provision of this Agreement shall constitute a waiver of any other provision(s) or of the same provision on another occasion.

- (f) This Agreement shall be governed by and construed in accordance with the laws of Republic of India. Each Party hereby irrevocably submits to the exclusive jurisdiction of the courts of Mumbai.
- (g) Subject to the limitations set forth in this Agreement, this Agreement will inure to the benefit of and be binding upon the parties, their successors and assigns.
- (h) If any provision of this Agreement shall be held by a court of competent jurisdiction to be illegal, invalid or unenforceable, the remaining provisions shall remain in full force and effect.
- (i) The Agreement shall be effective from \_\_\_\_\_ ("Effective Date") and shall be valid for a period of \_\_\_\_\_ 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 selection of Consultant



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

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

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

**APPENDIX-K : PRE -BID QUERY FORMAT****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> |
|--------------------|---------------|--------------------|-----------------------|------------------------|--------------------------|
|                    |               |                    |                       |                        |                          |
|                    |               |                    |                       |                        |                          |
|                    |               |                    |                       |                        |                          |
|                    |               |                    |                       |                        |                          |

**APPENDIX-L: FORMAT FOR SUBMISSION OF CLIENT REFERENCES**

**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>Project Details</b>                                 |                |
| Name of the Project                                    |                |
| Start Date                                             |                |
| End Date                                               |                |
| Current Status (In Progress / Completed)               |                |
| <b>Size of Project</b>                                 |                |
| Value of Work Order (In Lakh) (only single work order) |                |
|                                                        |                |

**Name & Signature of authorised signatory**

**Seal of Company**



**APPENDIX-M : FORMAT FOR EMD BANK GUARANTEE**

**FORMAT FOR EMD BANK GUARANTEE**

To:  
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-----

Dear Sir,

**EMD BANK GUARANTEE FOR**

- i. **CONSULTANCY SERVICES** TO ESTABLISH CENTRALIZED MONITORING STATION (CMS) COMMAND CENTRE & INCIDENT MANAGEMENT SYSTEM (CAPEX / OPEX) FOR BRANCHES OF STATE BANK OF INDIA

**TO STATE BANK OF INDIA TO MEET SUCH REQUIRMENT AND PROVIDE SUCH SERVICES AS ARE SET OUT IN THE RFP NO. SBI:xx:xx DATED dd/mm/yyyy**

WHEREAS State Bank of India (SBI), having its Corporate Office at Nariman Point, Mumbai, and Regional offices at other State capital cities in India has invited Request to provide \_\_\_\_\_(name of Service) as are set out in the Request for Proposal SBI:xx:xx dated dd/mm/yyyy.

2. It is one of the terms of said Request for Proposal that the Bidder shall furnish a Bank Guarantee for a sum of Rs. \_\_\_\_\_/-(Rupees \_\_\_\_\_ only) as Earnest Money Deposit.

3. M/s. \_\_\_\_\_, (hereinafter called as Bidder, who are our constituents intends to submit their Bid for the said work and have requested us to furnish guarantee in respect of the said sum of Rs. \_\_\_\_\_/-(Rupees \_\_\_\_\_ only)

4. NOW THIS GUARANTEE WITNESSETH THAT

We \_\_\_\_\_ (Bank) do hereby agree with and undertake to the State Bank of India, their Successors, assigns that in the event of the SBI coming to the conclusion that the Bidder has not performed their obligations under the said conditions of the RFP or have committed a breach thereof, which conclusion shall be binding on us as well as the said Bidder, we shall on demand by the SBI, pay without demur to the SBI, a sum of Rs. \_\_\_\_\_/-(Rupees \_\_\_\_\_ Only) that may be demanded by SBI. Our guarantee shall be treated as equivalent to the Earnest Money Deposit for the due performance of the obligations of the Bidder under the said conditions, provided,

however, that our liability against such sum shall not exceed the sum of Rs. \_\_\_\_\_/- (Rupees \_\_\_\_\_ Only).

5. We also agree to undertake to and confirm that the sum not exceeding Rs. \_\_\_\_\_/- (Rupees \_\_\_\_\_ Only) as aforesaid shall be paid by us without any demur or protest, merely on demand from the SBI on receipt of a notice in writing stating the amount is due to them and we shall not ask for any further proof or evidence and the notice from the SBI shall be conclusive and binding on us and shall not be questioned by us in any respect or manner whatsoever. We undertake to pay the amount claimed by the SBI, without protest or demur or without reference to Bidder and notwithstanding any contestation or existence of any dispute whatsoever between Bidder and SBI, pay SBI forthwith from the date of receipt of the notice as aforesaid. We confirm that our obligation to the SBI under this guarantee shall be independent of the agreement or agreements or other understandings between the SBI and the Bidder. This guarantee shall not be revoked by us without prior consent in writing of the SBI.

6. We hereby further agree that –

- a) Any forbearance or commission on the part of the SBI in enforcing the conditions of the said agreement or in compliance with any of the terms and conditions stipulated in the said Bid and/or hereunder or granting of any time or showing of any indulgence by the SBI to the Bidder or any other matter in connection therewith shall not discharge us in any way our obligation under this guarantee. This guarantee shall be discharged only by the performance of the Bidder of their obligations and in the event of their failure to do so, by payment by us of the sum not exceeding Rs. \_\_\_\_\_/- (Rupees \_\_\_\_\_ Only)
- b) Our liability under these presents shall not exceed the sum of Rs. \_\_\_\_\_/- (Rupees \_\_\_\_\_ Only)
- c) Our liability under this agreement shall not be affected by any infirmity or irregularity on the part of our said constituents in tendering for the said work or their obligations there under or by dissolution or change in the constitution of our said constituents.
- d) This guarantee shall remain in force upto 180 days provided that if so desired by the SBI, this guarantee shall be renewed for a further period as may be indicated by them on the same terms and conditions as contained herein.
- e) Our liability under this presents will terminate unless these presents are renewed as provided herein upto 180 days or on the day when our said constituents comply with their obligations, as to which a certificate in writing by the SBI alone is the conclusive proof, whichever date is earlier.
- f) Unless a claim or suit or action is filed against us on or before \_\_\_\_ (date to be filled by BG issuing bank), all the rights of the SBI against us under this guarantee





shall be forfeited and we shall be released and discharged from all our obligations and liabilities hereunder.

- g) This guarantee shall be governed by Indian Laws and the Courts in Mumbai, India alone shall have the jurisdiction to try & entertain any dispute arising out of this guarantee.

Notwithstanding anything contained hereinabove:

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

Yours faithfully,

For and on behalf of

\_\_\_\_\_  
Authorized official of the bank

**APPENDIX-N: CERTIFICATE OF LOCAL CONTENT**

**Certificate of Local Content**

**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:**

