



**REQUEST FOR PROPOSAL**

**Procurement of Price Verification Tools for Trade Product for State Bank of India,  
Bangladesh Operations**  
**Ref: SBI-BD/OPS/PV/2024/04**  
**Dated: 28/05/2024**

State Bank of India (SBI) with more than 200 years history is the largest commercial Bank in India and a Fortune 500 Company. It ranks in the top 50 Global Banks and has its operation in Bangladesh since 1975 by reopening our Dhaka Branch at Motijheel on 5th May 1975 after the independence of Bangladesh. State Bank of India (hereinafter referred to as SBI/BANK) Bangladesh Operations is a member of Bangladesh Automated Clearing House (BACH), the electronic Clearing House run by Bangladesh Bank.

**Invitation to BID:**

State Bank of India, Bangladesh Operations (herein after referred to as 'SBI / The Bank' is having its Country Office, Navana Pristine Pavilion, 12th Floor, 128, Gulshan Avenue, Dhaka 1212. In order to meet the hardware requirements of the Bank, SBI proposes to invite tenders from established organizations (hereinafter referred to as "Bidder") to undertake supply, installation, testing, commissioning and maintenance of equipment as per details listed out in this document.

**SCHEDULE OF EVENTS**

Bid Document Availability	Bidding document shall be available at <a href="https://bd.statebank/">https://bd.statebank/</a> website under the Notice Segment from <b>28/05/2024 to 10/06/2024</b>
Last date for requesting clarification (optional)	<b>Upto 5:00 PM on 04/06/2024</b> <b>All communications regarding points / queries requiring clarifications shall be given in writing to <a href="mailto:vops.co.bd@statebank.com">vops.co.bd@statebank.com</a></b>
Clarifications to queries raised	<b>Within 5:00 PM 05/06/2024</b>
Last date of submission	<b>10/06/2024</b>
Opening of Technical Bids	<b>11:00 AM on 11/06/2024</b> Authorised representatives of vendors may be present during opening of the Technical Bids. However Technical Bids would be

	opened even in the absence of any or all of the vendor's representatives.
Opening of Commercial Bids	<b>3:00 PM on 12/06/2024</b> OR on a subsequent date which will be communicated to such bidders who qualify in the Technical Bid.
Finalization of TLI Vendor	<b>12/06/2024</b>

### 1. **RFP**

- ✓ RFP shall mean Request for Proposal
- ✓ Please note that all the information desired needs to be provided. Incomplete information may lead to non-consideration of the proposal.
- ✓ Bidder shall mean any entity (i.e. juristic person) who offers to do or provide the goods or services as mentioned in the RFP
- ✓ Bank reserves the right to change the dates mentioned in this RFP document, which will be communicated to the bidders.
- ✓ The information provided by the bidders in response to this RFP document will become the property of SBI and will not be returned. SBI reserves the right to amend, rescind or reissue this RFP and all amendments will be advised to the bidders and such amendments will be binding on them.
- ✓ SBI reserves the right to take any decision with regard to RFP process for addressing any situation which is not explicitly covered in the RFP document.
- ✓ The Bidder must disclose any actual or potential conflict of interest with SBI, Bangladesh Operations.

### 2. **Scope of Work:**

- Supply, user creation, deployment, testing, commissioning and maintenance of Price Verification Tools with standard service and license.
- To provide all necessary software support under maintenance, that required to make the operation smooth as per required specifications of the Bank.
- The specifications given are minimum. Bidders can quote equivalent or higher specifications to meet the Bank's requirements. However, no weightage would be given for higher level of support.
- Complete documentation on best level of support to be submitted
- To provide all Necessary Regular Check-up, License and Software (if required) required to make the operations work smoothly.

### 3. **Conditions:**

- a. All the products will be developed and deployed by the name of State Bank of India, Bangladesh Operations and B2B only.
- b. Supplier must be authorized to develop such kind of software and all product related **original** licenses will be provided by developer company.
- c. Supplier must have at least 2 (two) years proven experience to supply Price Verification Tools for Banks.

- d. You shall be bound to provide up-to-date software, ensuring patch update etc. to the full satisfaction of the Bank in every month and on call basis if necessary. The date & duration of maintenance service will be recorded in the logbook.
- e. You shall undertake to provide support under this contract diligently, willingly, conscientiously and to the best of your professional skill and ability.
- f. You have to undertake that your company has skilled professionals who can do troubleshooting in case of any deficiency observed in Price Verification Tools.
- g. You have to troubleshoot all kinds of problems at our site only and not allowed to take the items outside without our prior approval.
- h. This agreement embodies the entire terms and conditions between you and the bank. The parties shall not be bound by any statement, representation, promise, inducement or understanding of any kind not set forth herein. Any change, amendment or modification of any of the terms herein shall be made in writing and to be executed by the parties.

**4. In case of further clarification:**

Interested authorised vendors/Bidders in Bangladesh may contact the following officials should they need any further information / clarification / information, on the date, place and time mentioned below.

**VP (OPS),  
SBI, Bangladesh Operations.  
Venue: State Bank of India, Country Office,  
Navana Pristine Pavilion, 12th Floor,  
128, Gulshan Avenue, Dhaka 1212.**

**5. Eligibility:**

- Eligibility of the Bidders: Any Bangladesh/foreign Firms/Agents can participate.
- They shall have minimum Five years' experience in similar line of activity. They have to submit documentary proof to that effect, if necessary.
- Up-to-date VAT Clearance Certificate, TIN & BIN No, Last Year Tax Acknowledgement, Valid Trade license and /or any other license / approval as may be necessary as per the law.

**6. Bid Price**

Prices quoted in the Bid should be inclusive of TAX & VAT and in **BDT/USD**. The Technical Proposal should NOT contain any price information Such proposal, if received, will be rejected.

**7. Period of Validity of Bids**

Bids shall remain valid for a period of **180 days** from the date of opening of the Bid. A Bid valid for a shorter period may be rejected by the Bank as non-responsive.

The Bank reserves the right to call for fresh quotes any time during the validity period, if considered necessary.

**8. Signing of Bid**

The Bid shall be signed by a person or persons duly authorized to sign on behalf of the Bidder. All pages of the bid, except for printed instruction manuals and specification sheets shall be initialed by the person or persons signing the bid. The Bid shall contain no interlineations, erasures, or overwriting, except to correct errors made by the Bidder, in which case such corrections shall be initialed by the person or persons signing The Bid.

The Bid shall be signed by a person or persons duly authorized to bind the Bidder to the contract. Such authority shall be either in the form of a written and duly stamped Power of Attorney or a Board Resolution duly certified by the company's competent authority, extract of which duly certified as true copy should accompany the Bid.

**9. Bid Language**

The Bid shall be in English Language.

**10. Rejection of Bid**

The Bid is liable to be rejected if:

- The document doesn't bear signature of authorized person.
- It is received through Telegram/Fax/E-mail.
- It is received after expiry of the due date and the time stipulated for Bid submission.
- Incomplete/incorrect Bids, including non – submission or non-furnishing of requisite documents / Conditional Bids / Bids not conforming to the terms and conditions stipulated in this Request for Proposal are liable for rejection by SBI.

**11. Extension of Deadline for submission of Bid**

SBI may, at its discretion, extend this deadline for submission of bids by amending the Bidding Documents which will be intimated through SBI website (<https://bd.statebank>), in which case all rights and obligations of SBI and Bidders will thereafter be subject to the deadline as extended.

**12. Intellectual Property and Copy right**

The L1 vendor shall pass on genuine and licensed copies of System software as per Intellectual Property and Copyright act, and SBI can't be in anyway held responsible for any act or omission of the vendor in this regard.

**13. Amendment of Bidding Documents**

At any time prior to the deadline for submission of bids, SBI, may, for any reason, whether at its own initiative or in response to a clarification requested by a Bidder, amend the Bidding Documents.

Amendments will be provided in the form of Addenda/corrigenda to the Bidding Documents, which will be posted in SBI's website. Addenda will be binding on Bidders. It will be assumed that the amendments contained in such Addenda / corrigenda had been taken into account by the Bidder in its Bid.

In order to afford Bidders reasonable time in which to take the amendment into account in preparing their bids, SBI may, at its discretion, extend the deadline for the submission of bids, in which case, the extended deadline will be posted in SBI's website.

From the date of issue, the Addenda to the tender shall be deemed to form an integral part of the RFP

**14. Late Bid**

Bids received after the scheduled time and date will not be accepted by the SBI under any circumstances. SBI will not be responsible for any delay due to postal service or any other means.

**15. Modifications and Withdrawal of Bids**

Bids once submitted will be treated, as final and no further correspondence will be entertained on this. No Bid will be modified after the deadline for submission of bids.

**16. Right to Reject, Accept/Cancel the bid**

SBI reserves the right to accept or reject, in full or in part, any or all the offers without assigning any reason whatsoever. SBI does not bind itself to accept the lowest or any tender and reserves the right to reject all or any bid or cancel the Tender, any time during the tender process, without assigning any reason whatsoever. SBI also has the right to re-issue the Tender without the Vendors having the right to object to such re-issue.

**17. How to submit the Bids:**

The interested bidders shall submit the hard copy of proposal to SBI Country Office. And can submit their quotes to tender Box at SBI Country Office. The RFP shall also be available under Notice Section of Bank's website (<https://bd.statebank>).

**18. Process of evaluation of Bids:**

- a) The documentary evidence of the Bidder's qualifications to perform the Contract if its Bid is accepted shall establish to the Bank's satisfaction.
- b) In the case of a Bidder offering to supply products and/or Systems under the Contract which the Bidder did not produce, documentary evidence that the Bidder has been duly authorized as per authorization letter.
- c) All the pages of the Bid documents, Technical Bid and Commercial Bid duly sealed and signed by the authorized signatory.
- d) that adequate, specialized expertise are available to ensure that the support services are responsive, and the Bidder will assume total responsibility for the fault-free operation of the solution proposed and maintenance during the warranty period and provide necessary maintenance services.
- e) Any deviations from specifications should be clearly brought out in the bid.
- f) The Bidder should quote for the entire package on a single responsibility basis for hardware / software / services it proposes to supply.

**19. RFP Abandonment**

SBI may at its discretion abandon this RFP process any time before Notification of Award or Work Order.

**20. Where and whom to submit the Bids:**

Interested parties who are eligible are requested to submit their quotations addressed to:

**VP (Operations),  
SBI, Bangladesh Operations.  
Venue: State Bank of India, Country Office,  
Navana Pristine Pavilion, 12th Floor,  
128, Gulshan Avenue, Dhaka 1212.**

The authorized representative(s) of the authorized/ licensed vendors in Bangladesh are requested to be present at the time of opening of the Technical and Commercial bids/ quotes. Maximum two representatives from a single bidder would be allowed to be present. After opening of the technical quote, evaluation would be made as per the specification of Page 6 of 25

the bank. Those who disqualify as per their technical quotes, their commercial quotes would not be opened nor would be returned.

**21. Fate of earlier bids when revised bid submitted as per modification made by the Bank.**

Please note that for any amendments / or modification in the RFP document, no notification will be published in print media (Newspaper). The interested vendors should refer to our website for any amendment or modification till the last date of submission of the document. The vendor(s) who might have already submitted their bid at the time of amendment / modification, they can submit fresh revised bid, which will be considered by the bank (the old bid submitted earlier, would not be considered).

**22. Payment Terms**

- a. TAX & VAT will be deducted from the total bill amount.
- b. **Total 10% of actual product cost will be retained by SBI Bangladesh Operations till warranty period.**
- c. The bank may demand damages/charges/penalty from you in case:
  - o You fail to, without justifiable reasons, to provide professional(s) to rectify the problem(s), which requires immediate action and the Service Engineer fails to reach Bank within 1 (one) hour after receiving call during working days except public holidays.
  - o The progress of the troubleshooting of the IT items is extremely unsatisfactory by your professionals and it is deemed unlikely that you will complete the troubleshooting within the time for completion or within a reasonable time thereafter.

**23. Signing of Contract:**

- ✓ In the absence of a formal contract, the Bid document, together with the Bank's notification of award and the vendor's acceptance thereof, would constitute a binding contract between the Bank and the successful Bidder A copy of the standard SLA is enclosed and must be executed by the successful bidder. The stamp duty for the execution of SLA shall be borne by the successful bidder.
- ✓ The Bank reserves the right to cancel the Agreement if the Bidder fails to meet the terms of this RFP or contracts/SLA entered into with them
- ✓ The selected Bidder should carry out all installation tasks in coordination with the IT /Systems Department, depending on the Bank's requirement.
- ✓ The selected Bidder should undertake, during the period of contract, if required by the Bank, the relocation / shifting of the equipment without any cost to the Bank.
- ✓ Where any deficiency has been observed during audit of the Service Provider on the risk parameters finalized by the Bank or in the certification submitted by the Auditors,

the Service Provider shall correct/resolve the same at the earliest and shall provide all necessary documents related to resolution thereof and the auditor shall further certify in respect of resolution of the deficiencies. The resolution provided by the Service Provider shall require to be certified by the Auditors covering the respective risk parameters against which such deficiencies have been observed.

- ✓ Service Provider shall, whenever required by the Bank, furnish all relevant information, records/data to such auditors and/or inspecting officials of the Bank/Reserve Bank of India and or any regulatory authority. The Bank reserves the right to call and/or retain for any relevant material information /reports including audit or review reports undertaken by the service provider (e.g., financial, internal control and security reviews) and findings made on Selected bidder in conjunction with the services provided to the Bank.

**Note:** Notwithstanding anything said above, the Bank reserves the right to reject the contract or cancel the entire process without assigning reasons thereto.



**25.FORMAT FOR TECHNICAL QUOTE:**

SL	Particulars	To be filled up by the Bidder	Whether documentary evidence is mandatory (Y/N)	If documentary evidence attached write "YES"
1	Name of the Bidder/Agent		Y	
2	Constitution		Y	
3	Year of Establishment		Y	
4	Major activity		Y	
5	Who are the major customers		Y	
6	VAT Registration No		Y	
7	TIN		Y	
8	Last Year Tax Return Acknowledgement		Y	
8	Office Address		Y	
9	Name of the owner, or major stake holder		Y	
10	Give detailed about the Trade License		Y	
11	Whether Govt./authorised/ licensed representative of OEM (Submission of Documentary evidence is mandatory)		Y	

I certify that the particulars mentioned above are true and correct to the best of my knowledge and believe. If it is found that any information is found to be false and or misleading, I shall be responsible for that and there would not be any liability on the Bank as a result of such misrepresentation on my part.

**Date:** **SIGNATURE OF THE BIDDER**

**26.Format for Financial Quote:**

**ANNEXURE-C**

Sl. No.	Description	Amount (Unit Price)	Total VAT	Total Amount Including TAX & VAT
1.				
2.				
3.				
4.				
<b>Total Amount in BDT (Including TAX &amp;VAT)</b>				

**SIGNATURE OF THE BIDDER**

## **FORMAT of SERVICE LEVEL AGREEMENT**

Service agreement will be signed by both parties duly vetted from panel lawyer.

### **1 SCOPE OF SERVICES**

- 1.1.1 To provide all necessary software support under maintenance, that required to make the operation smooth as per required specifications of the Bank.
- 1.1.2 The specifications given are minimum. Bidders can quote equivalent or higher specifications to meet the Bank's requirements. However, no weightage would be given for higher level of support.
- 1.1.3 Complete documentation on best level of support to be submitted

### **1.2 Additional Representation and Warranties by Service Provider**

- 1.2.1 Service Provider shall perform the Services and carry out its obligations under the Agreement with due diligence, efficiency and economy, in accordance with generally accepted techniques and practices used in the industry and with professional standards recognized by international professional bodies and shall observe sound management practices. It shall employ appropriate advanced technology and safe and effective equipment, machinery, material and methods.
- 1.2.2 Service Provider has the requisite technical and other competence, sufficient, suitable, qualified and experienced manpower/personnel and expertise in providing the Services to the Bank.
- 1.2.3 Service Provider shall duly intimate to the Bank immediately, the changes, if any in the constitution of Service Provider.
- 1.2.4 Service Provider warrants that to the best of its knowledge, as on the Effective Date of this Agreement, the products and services provided by Service Provider to the Bank do not violate or infringe any patent, copyright, trademarks, trade secrets or other Intellectual Property Rights of any third party.
- 1.2.5 Service provider shall ensure that all persons, employees, workers and other individuals engaged by or sub-contracted (if allowed) by Service Provider in rendering the Services under this Agreement have undergone proper background check, police verification and other necessary due diligence checks to examine their antecedence and ensure their suitability for such engagement. No person shall be engaged by Service provider unless such person is found to be suitable in such

verification and Service Provider shall retain the records of such verification and shall produce the same to the Bank as when requested.

- 1.2.6 Service Provider warrants that it shall be solely liable and responsible for compliance of applicable Labour Laws in respect of its employee, agents, representatives and sub-contractors (if allowed) and in particular laws relating to terminal benefits such as pension, gratuity, provided fund, bonus or other benefits to which they may be entitled and the laws relating to contract labour, minimum wages, etc., and the Bank shall have no liability in this regard.

## **2 RESPONSIBILITIES OF THE BANK**

- 2.1 Processing and authorising invoices  
2.2 Approval of information

## **3 RESPONSIBILITIES OF SERVICE PROVIDER**

- 3.1 Service Provider agrees and declares that it shall be the sole responsibility of Service Provider to comply with the provisions of all the applicable laws, concerning or in relation to rendering of Services by Service Provider as envisaged under this Agreement.
- 3.2 Service Provider shall procure and maintain all necessary licenses, permissions, approvals from the relevant authorities under the applicable laws throughout the currency of this Agreement, require for performing the Services under this Agreement.
- 3.3 Service Provider shall ensure that Service Provider's personnel and its sub-contractors (if allowed) will abide by all reasonable directives issued by the Bank, including those set forth in the Bank's then-current standards, policies and procedures (to the extent applicable), all on-site rules of behaviour, work schedules, security procedures and other standards, policies and procedures as established by the Bank from time to time.

## **4 CONFIDENTIALITY**

- 4.1 For the purpose of this Agreement, Confidential Information shall mean (i) information of all kinds, whether oral, written or otherwise recorded including, without limitation, any analyses, compilations, forecasts, data, studies or other documents, regarding the past, current or future affairs, business, plans or operations of a Party to which the other Party will have access, (ii) the existence of the contemplated terms and the fact

that discussions or negotiations are taking place or have taken place between the Parties concerning the contemplated terms, (iii) any and all information regarding the contemplated terms and any agreements that may be entered into in relation thereto and (iv) any customer details or other data received by a Party from the other Party or its customer(s) or otherwise shared between the Parties in connection with the Service.

- 4.2 In consideration of each Party providing the other Party or its' representatives with the Confidential Information, the Parties agree as follows:
- 4.2.1 Each Party shall keep confidential and shall not, directly or indirectly, disclose, except as provided in sub-clauses below, in any manner whatsoever, in whole or in part, the Confidential Information without the other Party's prior written consent.
- 4.2.2 Each Party shall hold the Confidential Information in confidence and shall exercise all reasonable diligence in ensuring that the Confidential Information is not disclosed to third parties and will refrain from using the Confidential Information for any purpose whatsoever other than for the purposes of this Agreement or for the purpose for which such information is supplied.
- 4.2.3 Notwithstanding the above, each Party may reveal the Confidential Information to those of its representatives, those of its' holding company and those of its subsidiaries who are involved in the negotiation or evaluation of the project, and shall procure and ensure that each of them complies with the obligation to keep the Confidential Information secret, private and confidential and strictly observes the terms of this Agreement.
- 4.2.4 The confidentiality obligation shall not apply to such portions of the Confidential Information which one of the Parties can demonstrate (i) are or become generally available to the public other than as a result of any breach of this Agreement; (ii) were in its possession on a non-confidential basis prior to the date hereof; (iii) have been rightfully received from a third party after the date hereof without restriction on disclosure and without breach of this Agreement, said third party being under no obligation of confidentiality to the other Party with respect to such Confidential Information; or (iv) Where Confidential Information is independently developed by receiving party without any reference to or use of disclosing party's Confidential Information.

- 4.2.5 In the event that a Party becomes legally compelled pursuant to any statutory or regulatory provision, court or arbitral decision, governmental order, or stock exchange requirements to disclose any of the Confidential Information, the compelled Party, as far as possible will provide the other Party with prompt written notice to the extent not prohibited by law. In any case, the compelled Party will furnish only that portion of the Confidential Information which is legally required and will exercise all reasonable efforts to obtain reliable assurance that confidential treatment will be accorded to the Confidential Information.
- 4.2.6 In the event of termination or expiry of this Agreement, each Party shall either (i) promptly destroy all copies of the written (including information in electronic form) Confidential Information in its possession or that of its representatives; or (ii) promptly deliver to the other Party at its own expense all copies of the written Confidential Information in its possession or that of its representatives, provided, however, 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.
- 4.2.7 By furnishing the Confidential Information, no Party makes an express or implied representation or warranty as to the accuracy or completeness of the Confidential Information that it has disclosed and each Party expressly disclaims any liability that may be based on the Confidential Information, errors therein or omissions there from, save in the case of fraud or wilful default.
- 4.3 Receiving party undertakes to promptly notify disclosing party in writing any breach of obligation of the Agreement by its employees or representatives including confidentiality obligation. 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, to injunctive or equitable relief as may be deemed proper by a Court of competent jurisdiction.
- 4.4 Service Provider shall not, without the Bank's prior written consent, disclose the Agreement, or any provision thereof, or any specification, plan, drawing, pattern, sample or information furnished by or on behalf of the Bank in connection therewith, to any person other than a person employed by Service Provider in the Performance of

the Contract. Disclosure to any such employed person shall be made in confidence and shall extend only so far, as may be necessary to purposes of such performance.

- 4.5 Service Provider shall not, without the Bank's prior written consent, make use of any document or information received from the Bank except for purposes of performing the services and obligations under this Agreement.

## 5 FEES, TAXES DUTIES & PAYMENTS

- 5.1 Service Provider shall be paid fees and charges in the manner detailed in hereunder, the same shall be subject to deduction of income tax thereon wherever required under the provisions of the Income Tax Act by the Bank. 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 Agreement shall relieve Service Provider from his responsibility to pay any tax that may be levied in Bangladesh on income and profits made by Service Provider in respect of this Agreement.

### 5.2 PAYMENTS: AS PER AGREEMENT

## 6 GENERAL INDEMNITY

- 6.1 Service Provider agrees and hereby keeps the Bank indemnified against all claims, actions, loss, damages, costs, expenses, charges, including legal expenses (Attorney, Advocates fees included) which the Bank may suffer or incur on account of (i) Services Provider's breach of its warranties, covenants, responsibilities or obligations; or (ii) breach of confidentiality obligations mentioned in this Agreement; or (iii) any wilful misconduct and gross negligent acts on the part of employees, agents, representatives of Service Provider. Service Provider agrees to make good the loss suffered by the Bank.

- 6.1.1 The Bank will give (a) notice to Service Provider of any such claim without delay/provide reasonable assistance to Service Provider in disposing of the claim; (b) sole authority to defend and settle such claim and; (c) will at no time admit to any liability for or express any intent to settle the claim provided that (i) Service Provider shall not partially settle any such claim without the written consent of the Bank,

unless such settlement releases the Bank fully from such claim; (ii) Service Provider shall promptly provide the Bank with copies of all pleadings or similar documents relating to any such claim; (iii) Service Provider shall consult with the Bank with respect to the defence 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.

- 6.1.2 Service Provider shall have no obligations with respect to any infringement claims to the extent that the infringement claim arises or results from: (i) Service Provider's compliance with the Bank's specific technical designs or instructions (except where Service Provider knew or should have known that such compliance was likely to result in an Infringement Claim and Service Provider did not inform the Bank of the same); or (ii) any unauthorized modification or alteration of the product by the Bank.

## **7 TERMINATION**

- 7.1 The Bank may, without prejudice to any other remedy for breach of Agreement, by written notice of not less than 30 (thirty) days, terminate the Agreement in whole or in part:
- (i) If Service Provider fails to deliver any or all the obligations within the time period specified in the Agreement, or any extension thereof granted by the Bank;
  - (ii) If Service Provider fails to perform any other obligation(s) under the Agreement;
  - (iii) Violations of any terms and conditions stipulated in the RFP;
  - (iv) On happening of any termination event mentioned herein above in this Agreement.
- 7.2 The Bank, by written notice of not less than 30 days, may terminate the Agreement, in whole or in part, for its convenience, provided same shall not be invoked by the Bank before completion of half of the total Contract period (including the notice period). In the event of termination of the Agreement for the Bank's convenience, Service Provider shall be entitled to receive payment for the Services rendered (delivered) up to the effective date of termination.

## **8 ARBITRATION**



- 8.1 Any and all disputes, controversies and conflicts ("Disputes") arising out of this Agreement or in connection with this Agreement or the performance or non-performance of the rights and obligations set forth herein, or the breach, termination, invalidity or interpretation there of shall be referred for arbitration in terms of the Arbitration and Conciliation Act, 1996 (Arbitration Act) or any amendments thereof. Prior to submitting the Disputes to arbitration, the parties shall make all endeavours to settle the dispute/s through mutual negotiation and discussions. In the event that the said dispute/s are not settled within 30 days of the arising thereof as evidenced through the first written communication from any party notifying the other regarding the disputes, the same shall finally be settled and determined by arbitration as above.
- 8.2 The place of arbitration shall be at \_\_\_\_\_ and the language used in the arbitral proceedings shall be English. Arbitration shall be conducted by a mutually appointed sole arbitrator. If the Parties are unable to agree upon a sole Arbitrator, each Party shall appoint one arbitrator and the two arbitrators so appointed by the Parties shall appoint the third arbitrator, who shall be the Chairman of the Arbitral Tribunal.
- 8.3 The arbitral award shall be in writing and subject to the provisions of the Arbitration and Conciliation Act, shall be enforceable in any court of competent jurisdiction.
- 8.4 Pending the submission to arbitration and thereafter, till the Arbitrator or the Arbitral Tribunal renders the award or decision, the Parties shall, except in the event of termination of this Agreement or in the event of any interim order/award is granted under the afore stated Act, continue to perform their obligations under this Agreement.

## 9 GOVERNING LAW & JURISDICTION

- 9.1 The Agreement shall be governed and construed in accordance with the Laws of Peoples Republic of Bangladesh.
- 9.2 The Parties agree to submit to the exclusive jurisdiction of the appropriate court in Bangladesh in connection with any dispute between the Parties under the Agreement.

## 10 SEVERABILITY

If any part or any provision of this Agreement is or becomes illegal, invalid or unenforceable, that part or provision shall be ineffective to the extent of such invalidity or unenforceability only, without in any way affecting the validity or enforceability of the remaining parts of said provision or the remaining provisions of this Agreement. The

Parties hereby agree to attempt to substitute any invalid or unenforceable provision with a valid or enforceable provision, which achieves to the greatest extent possible the economic, legal and commercial objectives of the invalid or unenforceable provision.

## 11 ENTIRE AGREEMENT

11.1 This Agreement constitutes the entire agreement between the Parties with respect to the subject matter hereof and supersedes all prior written agreements, undertakings, understandings and negotiations, both written and oral, between the Parties with respect to the subject matter of the Agreement, except which are expressly annexed or attached to this Agreement and saved by this Agreement. No representation, inducement, promise, understanding, condition or warranty not set forth herein has been made or relied upon by any Party hereto.

11.2 The following documents along with all addenda issued thereto shall be deemed to form and be read and construed as integral part of this Agreement and in case of any contradiction between or among them the priority in which a document would prevail over another would be as laid down below beginning from the highest priority to the lowest priority:

11.2.1 This Agreement;

11.2.2 Annexure of Agreement;

11.2.3 Purchase Order No. \_\_\_\_\_ dated \_\_\_\_\_; and

## 12 NOTICES

12.1 Any notice or any other communication required to be given under this Agreement shall be in writing and may be given by delivering the same by hand or sending the same by prepaid registered mail, postage prepaid, telegram or facsimile to the relevant address set forth below or such other address as each Party may notify in writing to the other Party from time to time. Any such notice given as aforesaid shall be deemed to be served or received at the time upon delivery (if delivered by hand) or upon actual receipt (if given by postage prepaid, telegram or facsimile).

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

12.3 Address for communication to the Parties are as under:

12.3.1 To the Bank

VP (Operations)  
State Bank of India, Bangladesh Operations,  
Country Office, Navana Pristine Pavilion, 12th Floor,  
128, Gulshan Avenue, Dhaka 1212.  
Email: [vpops.co.bd@statebank.com](mailto:vpops.co.bd@statebank.com)

12.3.2 To Service Provider

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12.4 In case there is any change in the address of one party, it shall be promptly communicated in writing to the other party.

**Appendix–A**

**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 Country Office at State Bank of India, Bangladesh Operations, Country Office, Navana Pristine Pavilion, 12th Floor, 128, Gulshan Avenue, Dhaka 1212. Operations 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, \_\_\_\_\_ ~~<strike off whichever is not applicable>~~, having its registered office at \_\_\_\_\_ (hereinafter referred to as “\_\_\_\_\_” which expression shall unless repugnant to the subject or context thereof, shall mean and include its successors and permitted assigns) of the OTHER PART;

And Whereas

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

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

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

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

- (a) “Confidential Information” means non-public information that Disclosing Party designates as being confidential or which, under the circumstances surrounding disclosure ought to be treated as confidential. “Confidential Information” includes, without limitation, information relating to developed, installed or purchased Disclosing Party software or hardware products, the information relating to general architecture of Disclosing Party’s network, information relating to nature and content of data stored within network or in any other storage media, Disclosing Party’s business policies, practices, methodology, policy design delivery, and information received from others

that Disclosing Party is obligated to treat as confidential. Confidential Information disclosed to Receiving Party by any Disclosing Party Subsidiary and/ or agents is covered by this agreement

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

## 2. **Restrictions**

- (a) Each party shall treat as confidential the Contract and any and all information ("confidential information") obtained from the other pursuant to the Contract and shall not divulge such information to any person (except to such party's "Covered Person" which term shall mean employees, contingent workers and professional advisers of a party who need to know the same) without the other party's written consent provided that this clause shall not extend to information which was rightfully in the possession of such party prior to the commencement of the negotiations leading to the Contract, which is already public knowledge or becomes so at a future date (otherwise than as a result of a breach of this clause). Receiving Party will have executed or shall execute appropriate written agreements with Covered Person, sufficient to enable it to comply with all the provisions of this Agreement. If Service Provider appoints any Sub-Contractor (if allowed) then Service Provider may disclose confidential information to such Sub-Contractor subject to such Sub Contractor giving the Bank an undertaking in similar terms to the provisions of this clause. Any breach of this Agreement by Receiving Party's Covered Person or Sub-Contractor shall also be constructed a breach of this Agreement by Receiving Party.
- (b) Receiving Party may disclose Confidential Information in accordance with judicial or other governmental order to the intended recipients (as detailed in this clause), provided Receiving Party shall give Disclosing Party reasonable notice (provided not restricted by applicable laws) prior to such disclosure and shall comply with any applicable protective order or equivalent. The intended recipients for this purpose are:
  - i. the statutory auditors of the either party and
  - ii. government or regulatory authorities regulating the affairs of the parties and inspectors and supervisory bodies thereof
- (c) Confidential Information and Confidential Material may be disclosed, reproduced, summarized or distributed only in pursuance of Receiving Party's business relationship with Disclosing Party, and only as otherwise provided hereunder. Receiving Party agrees to segregate all such Confidential Material from the confidential material of others in order to prevent mixing.

3. **Rights and Remedies**

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

- (d) 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.
- (e) In case of any dispute, both the parties agree for neutral third party arbitration. Such arbitrator will be jointly selected by the two parties and he/she may be an auditor, lawyer, consultant or any other person of trust. The said proceedings shall be conducted in English language at Mumbai and in accordance with the provisions of Indian Arbitration and Conciliation Act 1996 or any Amendments or Re-enactments thereto. Nothing in this clause prevents a party from having recourse to a court of competent jurisdiction for the sole purpose of seeking a preliminary injunction or any other provisional judicial relief it considers necessary to avoid irreparable damage. 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.
- (f) 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.
- (g) 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.
- (h) 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.

RFP FOR PRICE VERIFICATION TOOLS  
OF IMPORT PRODUCT FOR SBI  
BANGLADESH OPERATIONS



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

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

Name		
Designation		
Place		
Signature		

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

Name		
Designation		
Place		
Signature		



**Appendix-B**

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

Vendor Name	SI. No	RFP Page No	RFP Clause No.	Existing Clause	Query/Suggestions

**Appendix-C**

**Format for Submission of Client References**  
**To whosoever it may concern**

Particulars	Details
<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	

**Name & Signature of Authorized signatory**

**Seal of Company**