



**REQUEST FOR PROPOSAL
FOR PROCUREMENT OF SOLUTION AND SERVICES
FOR BHARAT BILL
PAYMENT SYSTEM (BBPS) IMPLEMENTATION**

**Ref: SBI/GITC/CGM(C&O)/INB&CMP/2019/597
Dated: 04.05.2019**

**INB & CMP Department, Ground Floor,
C-Wing State Bank Global IT-Centre
Sec-11, CBD Belapur Navi Mumbai
Pin- 400614**

Part-1

| S.N. | Index |
|-------------|--|
| 1 | Invitation to Bid |
| 2 | Disclaimer |
| 3 | Definitions |
| 4 | Scope of work |
| 5 | Eligibility and technical criteria |
| 6 | Cost of Bid document |
| 7 | Clarifications and amendments on RFP/Pre-Bid meeting |
| 8 | Contents of Bid documents |
| 9 | Earnest Money Deposit (EMD) |
| 10 | Bid preparation and submission |
| 11 | Deadline for submission of Bids |
| 12 | Modification and withdrawal of Bids |
| 13 | Period of validity of Bids |
| 14 | Bid integrity |
| 15 | Bidding process/ opening of technical Bids |
| 16 | Technical Evaluation |
| 17 | Evaluation of price Bids and Finalization |
| 18 | Contacting the Bank |
| 19 | Award criteria |
| 20 | Power to vary or omit work |
| 21 | No waiver of Bank's rights or successful Bidder's liability |
| 22 | Contract amendment |
| 23 | Bank's right to accept any Bid and to reject any or all Bids |
| 24 | Performance Bank Guarantee |
| 25 | System Integration Testing and User Acceptance testing |
| 26 | Services |
| 27 | Warranty and Annual Maintenance Contract |
| 28 | Compliance with IS Security Policy |
| 29 | Penalties |
| 30 | Right to verification |
| 31 | Purchase price |
| 32 | Inspection and quality control tests |
| 33 | Right to audit |
| 34 | Sub-contracting |
| 35 | Validity of agreement |
| 36 | Limitation of liability |
| 37 | Confidentiality |
| 38 | Delay in vendor performance |
| 39 | Vendor's obligations |
| 40 | Technical documentation |
| 41 | Patent/Intellectual Property Rights |

| | |
|----|-----------------------------|
| 42 | Liquidated damages |
| 43 | Conflict of interest |
| 44 | Fraud and corrupt practices |
| 45 | Termination for default |
| 46 | Force majeure |
| 47 | Termination for insolvency |
| 48 | Termination for convenience |
| 49 | Disputes and arbitration |
| 50 | Governing languages |
| 51 | Applicable law |
| 52 | Taxes and Duties |
| 53 | Tax deduction at sources |
| 54 | Tender Fee |
| 55 | Notices |

1. INVITATION TO BID:

- i. **State Bank of India** (herein after referred to as '**SBI/the Bank**' is having its Corporate Centre at Mumbai, various other offices (LHOs/ Head Offices /Zonal Offices/Global Link Services, Global IT Centre, etc. of State Bank of India and branches/other offices, other exchange companies in available at various locations and managed by the Bank (collectively referred to as **State Bank Group or 'SBG'** hereinafter). This Request for Proposal (RFP) has been issued by **the Bank** on behalf of **SBI** for Procurement of Solution and Services for Bharat Bill Payment System (BBPS) Implementation.
- ii. In order to meet the Software Solution/ service requirements, the Bank proposes to invite tenders from eligible vendors as per details/**scope of work** mentioned in **Annexure-E** of this RFP document.
- iii. Bidder shall mean any entity (i.e. juristic person) who meets the **eligibility criteria given in Annexure-B** of this RFP and willing to provide the Software Solution/ service as required in this bidding document. The interested Bidders who agree to all the terms and conditions contained in this document may submit their Bids with the information desired in this bidding document (Request for Proposal).
- iv. Address for submission of Bids, contact details including email address for sending communications are given in given in part II of this RFP document.
- v. The purpose of SBI behind this RFP is to seek a detailed technical and commercial proposal for procurement of the Software Solution/ service desired in this document.
- vi. This document shall not be transferred, reproduced or otherwise used for purpose other than for which it is specifically issued.
- vii. Interested Bidders are advised to go through the entire document before submission of Bids to avoid any chance of elimination. The eligible Bidders desirous of taking up the project for SBI are invited to submit their technical and commercial proposal in response to this RFP. The criteria and the actual process of evaluation of the responses to this RFP and subsequent selection of the successful Bidder will be entirely at Bank's discretion. This RFP seeks proposal from Bidders who have the necessary experience, capability & expertise to provide SBI the proposed Software Solution/ service adhering to Bank's requirements outlined in this RFP.

2. Disclaimer:

- i. The information contained in this RFP document or information provided subsequently to Bidder(s) whether verbally or in documentary form/email by or on behalf of State Bank of India (Bank), is subject to the terms and conditions set out in this RFP document.
- ii. This RFP is not an offer by State Bank of India, but an invitation to receive responses from the eligible Bidders. No contractual obligation whatsoever shall arise from the RFP process unless and until a formal contract is signed and executed by duly authorized official(s) of State Bank of India with the selected Bidder.
- 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 Applicant or 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 issue of this RFP does not imply that the Bank is bound to select a Bidder or to appoint the Selected Bidder or Concessionaire, as the case may be, for the Project and the Bank reserves the right to reject all or any of the Bidders or Bids without assigning any reason whatsoever.
- vii. The Bidder is expected to examine all instructions, forms, terms and specifications in the bidding Document. Failure to furnish all information required by the bidding Document or to submit a Bid not substantially

responsive to the bidding Document in all respect will be at the Bidder's risk and may result in rejection of the Bid.

3. Definitions:

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

- i. **"The Bank"** 'means the State Bank of India (including domestic branches and foreign offices) and subsidiaries.
- ii. **"Bidder/Service Provider/System Integrator"** 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 the Vendor, as recorded in the Contract Form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein.
- v. **"Vendor/Service Provider"** is the successful Bidder found eligible as per eligibility criteria set out in this RFP, whose technical Bid has been accepted and who has emerged as L1 Bidder as per the selection criteria set out in the RFP and to whom notification of award has been given by the Bank.
- vi. **"The Contract Price/Project Cost"** means the price payable to the Vendor under the Contract for the full and proper performance of its contractual obligations.
- vii. **Software Solution/ Services/ System – "Software Solution" or "Services" or "System"** means all software products, services, scope of work and deliverables to be provided by a Bidder as described in the RFP and include services ancillary to the development of the solution, such as installation, commissioning, integration with existing systems, provision of technical assistance, training, certifications, auditing and other obligation of the Vendor covered under the RFP.
- viii. **Annual Maintenance Contract (AMC)** - It would be the annual cost of maintenance of Software Solution / Service.

4. Scope of Work:

As given in **Annexure-E and Annexure-C** of this document.

5. Eligibility and Technical Criteria:

- i. Bid is open to all Bidders who meet the eligibility and technical criteria as given in **Annexure-B & Annexure-C** of this document. The Bidder has to submit the documents substantiating eligibility criteria as mentioned in this RFP document.

6. 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.

7. Clarification and amendments on RFP/Pre-Bid Meeting

- i. Bidder requiring any clarification of the bidding Document may notify the Bank in writing **strictly as per the format given in Annexure-M** at the address/by e-mail given in part II of this document within the date/time mentioned in the schedule of events.
- ii. A pre-Bid meeting will be held 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. SBI 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 bidding Document, 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. SBI, at

its own discretion, may extend the deadline for submission of Bids in order to allow prospective Bidders a reasonable time to prepare the Bid, for taking the amendment into account. Nothing in this RFP or any addenda/corrigenda or clarifications issued in connection thereto is intended to relieve Bidders from forming their own opinions and conclusions in respect of the matters addresses in this RFP or any addenda/corrigenda or clarifications issued in connection thereto.

- v. No request for change in commercial/legal terms and conditions, other than what has been mentioned in the 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.

8. Contents of Bidding document:

- i. The Bidder must thoroughly study/analyze and properly understand the contents of this RFP document, its meaning and impact of the information contained therein.
- ii. Failure to furnish all information required in the bidding document or submission of Bid not responsive to the bidding documents in any respect will be at the Bidder's risk and responsibility and the same may finally result in rejection of its Bid. SBI has made considerable effort to ensure that accurate information is contained in this RFP and is supplied solely as guidelines for Bidders.
- iii. Nothing in this RFP or any addenda/corrigenda or clarifications issued in connection thereto, is intended to relieve Bidders from forming their own opinions and conclusions in respect of the matters contained in RFP and its addenda, if any.
- iv. 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.
- v. The information provided by the Bidders in response to this RFP will become the property of SBI and will not be returned. Incomplete information in Bid document may lead to non-consideration of the proposal.

9. Earnest Money Deposit (EMD):

- i. The Bidder shall furnish EMD for the amount and validity period mentioned in Part II of this document.
- ii. EMD is required to protect the Bank against the risk of Bidder's conduct.
- iii. The EMD may be in the form of a Demand Draft or Pay Order or Bank Guarantee [on the lines of **Annexure-G**], issued by a Scheduled Commercial Bank in India, other than State Bank of India, drawn in favour of State Bank of India payable at Mumbai. In case, SBI is the sole Banker for the Bidder, a Letter of Comfort from SBI would be acceptable.
- iv. Any Bid not accompanied by EMD for the specified amount as mentioned elsewhere in the RFP will be rejected as non-responsive.
- v. The EMD of the unsuccessful Bidders shall be returned within 2 weeks from the date of Bid finalisation.
- vi. The EMD of successful Bidder will be discharged upon the Bidder signing the Contract and furnishing the Performance Bank Guarantee for the amount and validity as mentioned in Part II of this RFP) which should be strictly on the lines of format placed at **Annexure-H**.
- 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 sign the contract or furnish Performance Bank Guarantee, within the specified time period in the RFP/Purchase Order.
- 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.

10. Bid Preparation and submission:

- i. The Bid is to be submitted in two separate envelopes. One of the

envelope is to be prominently marked as '**Technical Proposal for**
-----in response to the RFP No. _____ dated _____. This
envelope should contain following documents and **properly sealed**:

- (a) Bid covering letter/Bid form on the lines of **Annexure-A** on Bidder's letter head.
- (b) Earnest Money Deposit (EMD) as specified in this document.
- (c) A letter on Bidder's letter head: -
 - (i) Mentioning details of EMD submitted, technical competence and experience of the Bidder
 - (ii) Certifying that the period of the validity of the Bid is as per terms of this RFP.
 - (iii) Confirming that the Bidder has quoted for all the items/services mentioned in this RFP in their commercial Bid.
 - (iv) Confirming that they agree with all the terms and conditions mentioned in the RFP.
 - (v) Specific response with supporting documents in respect of Eligibility Criteria as mentioned in **Annexure-B and technical eligibility criteria on the lines of Annexure-C.**
- (d) Bidder's details as per **Annexure-D** on Bidder's letter head.
- (e) Any deviations sought from technical criteria/specifications given in RFP.
- (f) Audited balance sheets and profit and loss account statements as required in RFP.
- (g) A copy of board resolution or power of attorney showing that the signatory has been duly authorized to sign the Bid document.
- (h) Detailed explanation of functioning of Software Solution.
- ii. A second sealed envelope prominently marked as **Indicative Price Proposal for _____ in response to the RFP No. _____ dated _____. This envelope should contain only indicative price Bid strictly on the lines of Annexure-F.** The Indicative 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 Software Solution/ services it proposes to supply.

- b. A soft copy (Word format) on a CD should also be kept in a separate envelope within the envelope of technical Bid. Voluminous documents should be submitted only on CDs.
- c. While submitting the Technical Bid, literature on the Software Solution/ service should be segregated and kept together in one section / lot in a separate envelope.
- d. Care should be taken that the Technical Bid shall not contain any price information. Such proposal, if received, will be rejected.
- e. 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 and stamped with the official stamp of the Bidder. Board resolution authorizing representative to Bid and make commitments on behalf of the Bidder is to be attached.
- f. Bids are liable to be rejected if only one (i.e. Technical Bid or Indicative Price Bid) is received.
- g. Prices quoted by the Bidder shall remain fixed for the period specified in part II of this document and shall not be subjected to variation on any account, including exchange rate fluctuations and custom duty. **A Bid submitted with an adjustable price quotation will be treated as non-responsive and will be rejected.**
- h. 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.
- i. The Bidder may also be asked to give presentation for the purpose of clarification of the Bid.
- j. The Bidder must provide specific and factual replies to the points raised in the RFP.
- k. The Bid shall be typed or written in indelible ink and shall be signed by the Bidder or a person or persons duly authorized to bind the Bidder to the Contract.
- l. All the enclosures (Bid submission) shall be serially numbered with rubber stamp of the participating Bidder. The person or persons signing the Bids shall initial all pages of the Bids, except for un-amended printed literature.

- m. Any inter-lineation, erasures or overwriting shall be valid **only** if they are initialled by the person signing the Bids.
- n. The Bid document shall be spirally bound.
- o. The Bank reserves the right to reject Bids not conforming to above.
- p. The two NON-WINDOW envelopes shall be put together and sealed in an outer NON-WINDOW envelope.
- q. All the envelopes shall be addressed to the Bank and deliver at the address given in Part-II of this RFP and should have name and address of the Bidder on the cover.
- r. If the envelope is not sealed and marked, the Bank will assume no responsibility for the Bid's misplacement or its premature opening.

11. Deadline for Submission of Bids:

- a. Bids must be received by the Bank at the address specified and by the date and time mentioned in the "Schedule of Events".
- b. 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.
- c. 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.
- d. Any Bid received after the deadline for submission of Bids prescribed, will be rejected and returned unopened to the Bidder.

12. Modification and Withdrawal of Bids:

- a. The Bidder may modify or withdraw its Bid after the Bid's submission, provided that written notice of the modification, including substitution or withdrawal of the Bids, is received by the Bank, prior to the deadline prescribed for submission of Bids.
- b. A withdrawal notice may also be sent by Fax, but followed by a signed confirmation copy, not later than the deadline for submission of Bids.
- c. No modification in the Bid shall be allowed, after the deadline for submission of Bids.

- d. 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 by the Bidder on the Bid Form. Withdrawal of a Bid during this interval may result in the forfeiture of EMD submitted by the Bidder
- e. Withdrawn Bids, if any, will be returned unopened to the Bidders.

13. Period of Validity of Bids:

- a. Bids shall remain valid for 180 days from the date of reverse auction. A Bid valid for a shorter period is liable to be rejected by the Bank as non-responsive.
- b. 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 will not entitle the Bidder to revise/modify the Bid document.
- c. The Bank reserves the right to call for fresh quotes at any time during the Bid validity period, if considered, necessary.

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 SBI. The Bidders shall be deemed to license, and grant all rights to SBI, to reproduce the whole or any portion of their product for the purpose of evaluation, to disclose the contents of submission to other Bidders and to disclose and/ or use the contents of submission as the basis for RFP process.

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 available in part II of this document. The technical Bids will be opened in the presence of representatives of the Bidders who choose to attend the same. 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. Proposals 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 commercial 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 bidding Document. For purposes of these Clauses, a responsive Bid is one, which conforms to all the terms and conditions of the bidding Document in toto, without any deviation.
- v. The Bank's determination of a Bid's responsiveness will be based on the contents of the Bid itself, without recourse to extrinsic evidence.
- vi. After opening of the technical Bids and preliminary evaluation, some or all the Bidders may be asked to make presentations on the Software Solution/service proposed to be offered by them.
- vii. If a Bid is not responsive, it will be rejected by the Bank and will not subsequently be made responsive by the Bidder by correction of the non-conformity.

16. Technical Evaluation:

- i. Technical evaluation will include technical information submitted as per technical Bid format, demonstration of proposed Software Solution/services, reference calls and site visits, wherever required. The Bidder may highlight the noteworthy/superior features of their Software Solution/ services. The Bidder will demonstrate/substantiate all claims made in the technical Bid to the satisfaction of the Bank, the capability of the Software Solution/ services to support all the required functionalities at their cost in their lab or those at other organizations where similar Software Solution/ services is in use.
- ii. During evaluation and comparison of Bids, the Bank may, at its discretion ask the Bidders for clarification on the Bids received. The request for

clarification shall be in writing and no change in prices or substance of the Bid shall be sought, offered or permitted. No post Bid clarification at the initiative of the Bidder shall be entertained.

iii. The evaluation will also take into account:

- a. Software Solution/ services offered by the Bidder to any noticeable bank in India. The Bidder should furnish the details.
- b. Does the proposed Software Solution handles the projected volumes and offers a proven solution to meet the requirements
- c. Does the Software Solution offered by the Bidder is a complete system as a project and has not integrated with third party solutions.
- d. Upgradation (s) assurance by the Bidder as per requirement of the Bank for the duration of the project. In case of upgradations, the Bank will have right to renegotiate the rates (depending upon prevailing rates) and go in for higher configurations (as per technological developments at that time)
- e. Capability of the proposed solution to meet future requirements outlined in the RFP.
- f. Support on open platforms and solution based on latest technology (both software and hardware).
- g. Bidder support facilities: Support requirement like online support/ email support/ offline support, time period
- h. Bidder will support the Bank as required in peak days of business (month-end and start of the month) and during switching over process from PR to DR and vice versa.

17. Evaluation of Price Bids and Finalization:

- i. The envelope containing the Commercial Bids of only those Bidders, who are short-listed after technical evaluation, would be opened.
- ii. All the Bidders who qualify in the evaluation process shall have to participate in the online reverse auction to be conducted by Bank's authorized service provider on behalf of the Bank, details of which are given in Part II of this RFP document.
- iii. Shortlisted Bidders shall be willing to participate in the reverse auction process and must have a valid digital signature certificate. Such Bidders will be trained by Bank's authorized service provider for this purpose. Bidders shall also be willing to abide by the e-business rules for reverse auction framed by the Bank / Authorised service provider. The details of e-business rules, processes and procedures will be provided to the short-listed Bidders.

- iv. Among all qualified bids, the lowest bid (as quoted in reverse auction) will be termed as L1. If L1 is from a local supplier, the contract will be awarded to L1.
- v. If L1 is not from a local supplier, the lowest bidder among the local suppliers will be invited to match the L1 price subject to local supplier's quoted price falling within the margin of purchase preference, and the contract shall be awarded to such local supplier subject to matching the L1 price.
- vi. In case such lowest eligible local supplier fails to match the L1 price, the local supplier with the next higher bid within the margin of purchase preference shall be invited to match the L1 price and so on and contract shall be awarded accordingly. In case none of the local suppliers within the margin of purchase preference matches the L1 price, then the contract will be awarded to the L1 bidder.

Definitions

"Local content" means the amount of value added in India which shall 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.

"Local supplier" means a supplier or service provider whose product or service offered for procurement meets the minimum 50% local content.

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

- vii. The local supplier at the time of submission of bid shall be required to provide self-certification that the product offered meets the minimum local content and shall give details of location(s) at which the local value addition is made.

Certificate of Local Content

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

Date:

To,

Dear Sir,

Ref. : RFP No. : _____ **Dated :** _____

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

2. This certificate is submitted in reference to the Public Procurement (Preference to Make in India), Order 2017 – Revision vide Order No. P-45021/2/2017-PP (BE-II) dated May 28, 2018.

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

Counter-signed:

Bidder

OEM

The successful Bidder is required to provide price confirmation and price breakup strictly on the lines of **Annexure-F** within 48 hours of conclusion of the Reverse Auction, failing which Bank may take appropriate action.

viii. 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 vendor 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 Bidder's Bid.

19. Award Criteria:

- i. Bank will notify successful Bidder **L1** in writing by 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.
- ii. The successful Bidder will have to submit Non-disclosure Agreement (wherever applicable), Performance Bank Guarantee for the amount and validity as desired in part II and strictly on the lines of format given at **Annexure-L** of this document together with acceptance of all terms and conditions of RFP.
- iii. Copy of board resolution or power of attorney showing that the signatory has been duly authorized to sign the acceptance letter, contract and NDA should be submitted.
- iv. The notification of award will constitute the formation of the Contract.
- v. The successful Bidder shall be required to enter into a contract/ SLA with the Bank, within 30 days of award of the tender or within such extended period as may be decided by the Bank.
- vi. Until the execution 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.
- vii. The contract/ agreement will be based on Bidder's offer document with all its enclosures, modifications arising out of negotiation /clarifications etc and will include SLA, project plan – phases & milestones and schedule, copies of all necessary documents, licenses, certifications etc
- viii. 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.
- ix. 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 PBG.
- x. Upon notification of award to the L1 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 is substantial and involves considerable 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. In all the above cases, in the event of a disagreement as to the reasonableness of the said sum, the decision of the Bank shall prevail.

21. No Waiver of Bank Rights or Successful Bidder's Liability:

Neither any sign-off, nor any payment by the Bank for acceptance of the whole or any part of the work, nor any extension of time, nor any possession taken by the Bank shall affect or prejudice the rights of Bank against the finally selected Bidder(s), or relieve the finally selected Bidder(s) of his obligations for the due performance of the contract, or be interpreted as approval of the work done, or create liability in the Bank to pay for alterations/ amendments/ variations, or discharge the liability of the successful Bidder(s) for the payment

of damages whether due, ascertained, or certified or not or any sum against the payment of which he is bound to indemnify the Bank nor shall any such certificate nor the acceptance by him of any such amount paid on account or otherwise affect or prejudice the rights of the successful Bidder against Bank.

22. Contract Amendments:

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, 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. Performance Bank Guarantee:

- i. Performance Bank Guarantee [PBG] of the amount with validity period specified in Part II of this RFP strictly on the format at **Annexure-H** is to be submitted by the finally selected Bidder. The PBG 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. Purchase Order will be released only after receipt of the Performance Bank Guarantee. In case, SBI is the sole Banker for the Bidder, a Letter of Comfort from SBI may be accepted.
- ii. The PBG is required to protect the interest of the Bank against the risk of non-performance of the successful Bidder in respect of successful implementation of the project which may warrant invoking of PBG, also if any act of the supplier results in imposition of Liquidated Damages then also the Bank reserves the right to invoke the PBG.

25. System Integration Testing & User Acceptance Testing

The Vendor should integrate the software as per the requirements of the Bank and carry out thorough system integration testing.

System integration testing will be followed by user acceptance testing, plan for which has to be submitted by the Vendor to the Bank. The UAT includes

functional tests, resilience tests, benchmark comparisons, operational tests, load tests etc. SBI staff / third Party Vendor designated by the Bank will carry out the functional testing. This staff / third party vendor will need necessary on-site training for the purpose and should be provided by the Vendor. Vendor should carry out other testing like resiliency/benchmarking/load etc. Vendor should submit result log for all testing to the Bank.

On satisfactory completion of the aforementioned tests, the User Acceptance Test (UAT) letter will be issued to the vendor by the competent authority on the line of **Annexure-I**.

26. Services:

- i. All professional services necessary to successfully implement the proposed Software Solution will be part of the RFP/contract. These services include, but are not limited to, Project Management, Training, Deployment methodologies etc
- ii. The Bidder should also submit as part of technical Bid an overview of Project Management approach of the proposed product.
- iii. Bidder should ensure that vendor's key personnel with relevant skill-sets are available to the Bank.
- iv. Bidder should ensure that the quality of methodologies for delivering the services, adhere to quality standards/timelines stipulated therefor.
- v. Bidder shall be willing to transfer skills to relevant personnel from the Bank, by means of training and documentation.
- vi. Bidder shall provide and implement patches/ upgrades/ updates for hardware/ software/ Operating System / Middleware etc as and when released by the Vendor/ OEM or as per requirements of the Bank. Bidder should bring to notice of the Bank all releases/ version changes.
- vii. Bidder shall obtain a written permission from the Bank before applying any of the patches/ upgrades/ updates. Bidder has to support older versions of the hardware/ software/ Operating System /Middleware etc in case the Bank chooses not to upgrade to latest version.

27. Warranty and Annual Maintenance Contract:

- i. The selected Bidder shall support the Software Solution during the contract period as specified in Scope of work in this RFP from the **date of acceptance of the Software Solution** by State Bank of India.

- ii. During the contract period (if desired), the Bidder will have to undertake comprehensive support of the Software Solution supplied by the Bidder and all new versions, releases, and updates for all standard software to be supplied to the Bank at no additional cost. During the support period, the Bidder shall maintain the Software Solution to comply with parameters defined for acceptance criteria and the Bidder shall be responsible for all costs relating to labour, spares, maintenance (preventive and corrective), compliance of security requirements and transport charges from and to the Site (s) in connection with the repair/ replacement of the Software Solution, which, under normal and proper use and maintenance thereof, proves defective in design, material or workmanship or fails to conform to the specifications, as specified.
- iii. During the support period, the vendor shall ensure that services of professionally qualified personnel are available for providing comprehensive on-site maintenance of the Software Solution and its components as per the Bank's requirements. Comprehensive maintenance shall include, among other things, day to day maintenance of the Software Solution as per the Bank's policy, reloading of firmware/software, compliance to security requirements, etc. when required or in the event of system crash/malfunctioning, arranging and configuring facility as per the requirements of the Bank, fine tuning, system monitoring, log maintenance, etc. The Bidder shall provide services of an expert engineer at SBI GITC, Belapur or at other locations wherever required, whenever it is essential. In case of failure of Software Solution, the Bidder shall ensure that Software Solution is made operational to the full satisfaction of the Bank within the given timelines.
- iv. Warranty/ AMC (if opted) for the system software/ off-the shelf software will be provided to the Bank as per the general conditions of sale of such software.
- v. In the event of system break down or failures at any stage, protection available, which would include the following, shall be specified.
 - a. Diagnostics for identification of systems failures
 - b. Protection of data/ Configuration
 - c. Recovery/ restart facility
 - d. Backup of system software/ Configuration
- vi. 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.

- vii. Bidder support staff should be well trained to effectively handle queries raised by the customers/employees of the Bank.
- viii. Updated escalation matrix shall be made available to the Bank once in each quarter and each time the matrix gets changed.

28. Compliance with IS Security Policy:

The Vendor shall have to comply with Bank's IT & IS Security policy in key concern areas relevant to the RFP, details of which will be shared with the finally selected Bidder. Some of the key areas are as under:

- i. Responsibilities for data and application privacy and confidentiality
- ii. Responsibilities on system and software access control and administration
- iii. Custodial responsibilities for data, software, hardware and other assets of the Bank being managed by or assigned to the Vendor
- iv. Physical Security of the facilities
- v. Physical and logical separation from other customers of the Vendor
- vi. Incident response and reporting procedures
- vii. Password Policy of the Bank
- viii. Data Encryption/Protection requirements of the Bank.
- ix. In general, confidentiality, integrity and availability must be ensured.

29. Penalties:

As mentioned in **Annexure-J** of this RFP.

30. Right to Verification:

The Bank reserves the right to verify any or all of the statements made by the Bidder in the tender 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.

31. Purchase Price:

- i. Total cost of Software Solution with support (warranty and AMC, if desired) would be the Total Cost of Ownership (TCO) and has to be quoted in commercial Bid.
- ii. The order will be placed for total Cost of "Software Solution/services/warranty and AMC/ATS/S&S. Bank may also issue a separate order for AMC after expiry of the warranty period.

- iii. The applicable TDS will be deducted at the time of payment of invoices.
- iv. Terms of payment are given in Part-II of this RFP document.
- v. Prices payable to the Vendor as stated in the Contract shall be firm and not subject to adjustment during performance of the Contract, irrespective of reasons whatsoever, including exchange rate fluctuations, any upward revision in duties, charges, etc.
- vi. The Bidder will pass on to the Bank, all fiscal benefits arising out of reductions, if any, in Government levies viz. sales tax, excise duty, custom duty, etc. or the benefit of discounts if any announced in respect of the cost of the items for which orders have been placed during that period.

32 Inspection and Quality Control Tests

- i. The Bank reserves the right to carry out pre-shipment factory / godown inspection by a team of Bank officials or demand a demonstration of the product on a representative model at Bidder's place.
- ii. The Inspection and Quality Control tests before evaluation, prior to shipment of goods and at the time of final acceptance would be as follows:
 - a) In the event of the Software Solution failing to pass the acceptance test, as per the specifications given, a period not exceeding two weeks will be given to rectify the defects and clear the acceptance test, failing which, the Bank reserves the right to cancel the Purchase Order.
 - b) The inspection and quality control tests may also be conducted at the point of delivery and / or at the goods' final destination. Reasonable facilities and assistance, including access to drawings and production data, shall be furnished to the inspectors, at no charge to the Bank. In case of failure by the Vendor to provide necessary facility / equipment at its premises, all the cost of such inspection like travel, boarding, lodging & other incidental expenses of the Bank's representatives to be borne by the Vendor.
 - c) Nothing stated herein above shall in any way release the Vendor from any warranty or other obligations under this contract.
- iii. The Bank's right to inspect, test the product/ solution after delivery of the same to the Bank and where necessary reject the products/solution which does not meet the specification provided by the Bank. This shall in no way be limited or waived by reason of the products/ solution having previously

being inspected, tested and passed by the Bank or its representative prior to the products/ solution shipment from the place of origin by the Bank or its representative prior to the installation and commissioning.

- iv. Nothing stated hereinabove shall in any way release the Vendor from any warranty or other obligations under this contract.
- v. System integration testing and User Acceptance testing will be carried out as per requirement of the Bank.

33. Right to Audit:

- i. The Selected Bidder (Service Provider) has to get itself annually audited by internal/ external empanelled Auditors appointed by the Bank/ inspecting official from the Reserve Bank of India or any regulatory authority, covering the risk parameters finalized by the Bank/ such auditors in the areas of products (IT hardware/ software) and services etc. provided to the Bank and the Service Provider is required to submit such certification by such Auditors to the Bank. The Service Provider and or his / their outsourced agents /sub – contractors (if allowed by the Bank) shall facilitate the same. The Bank can make its expert assessment on the efficiency and effectiveness of the security, control, risk management, governance system and process created by the Service Provider. The Service Provider shall, whenever required by the Auditors, furnish all relevant information, records/data to them. All costs for such audit shall be borne by the Bank.
- ii. 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.
- iii. 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.

34. Subcontracting:

- i. As per scope of the RFP, subcontracting is prohibited. However, if the Bidder subsequently wishes to sub-contract the scope of work, it will have to obtain specific written permission from the Bank before contracting any work to subcontractors. Bank at its own discretion may permit or deny the same.
- ii. In case subcontracting is permitted by the Bank, the contracting vendor will be responsible for all the services provided to the Bank regardless of which entity is conducting the operations. The contracting vendor is also responsible for ensuring that the sub-contractor comply with all security requirements of the contract and the Bank can obtain independent audit report for the same. In such a case, the Bidder shall provide subcontracting details to the Bank and if require, Bank may evaluate the same.

35. Validity of Agreement:

The Agreement/ SLA will be valid for the period up to end of support period. The Bank reserves the right to terminate the Agreement as per the terms of RFP.

36. Limitation of liability:

- i. For breach of any obligation mentioned in this RFP, subject to obligations mentioned in this clause, in no event Service Provider shall be liable for damages to the Bank arising under or in connection with this agreement for an amount exceeding the total Cost of the Project. Service provider will ensure Bank's data confidentiality and shall be responsible for liability arising in case of breach of any kind of security and/or leakage of confidential customer/Bank's related information to the extent of loss so caused.
- ii. The limitations set forth herein shall not apply with respect to:
 - a) claims that are the subject of indemnification pursuant to IPR infringement,
 - b) damage(s) occasioned by the gross negligence, fraud or willful misconduct of Service Provider,

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

37. Confidentiality:

- i. Bidder acknowledges and agrees that all tangible and intangible information obtained, developed or disclosed including all documents, contract, purchase order to be issued, data papers and statements and trade secret of the Bank relating to its business practices and their competitive position in the market place provided to the selected Bidder by the Bank in connection with the performance of obligations of Bidder under the purchase order to be issued, in part or complete shall be considered to be confidential and proprietary information ("Confidential Information") and shall not be disclosed to any third party/published without the written approval of the Bank.
- ii. The Confidential Information will be safeguarded and Bidder will take all the necessary action to protect it against misuse, loss, destruction, alterations or deletions thereof. In the event of a breach or threatened breach by Bidder of this section, monetary damages may not be an adequate remedy; therefore, Bank shall be entitled to injunctive relief to restrain Bidder from any such breach, threatened or actual.
- iii. Any document, other than the Contract itself, shall remain the property of the Bank and shall be returned (in all copies) to the Bank on completion of the Vendor's performance under the Contract, if so required by the Bank.

38. Delay in the Vendor's Performance:

- i. Delivery, installation, commissioning of the Software Solution and performance of Services shall be made by the Vendor within the timelines prescribed in part II of this document.
- ii. If at any time during performance of the Contract, the Vendor should encounter conditions impeding timely delivery of the Software Solution and performance of Services, the Vendor 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 the Vendor's notice, the Bank shall evaluate the situation and may, at its discretion, extend the Vendors' 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 the Vendor may result in imposition of penalty, liquidated damages, invocation of Performance Bank Guarantee and/or termination of contract (as laid down elsewhere in this RFP document)

39. Vendor's obligations:

- i. The Vendor 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. The Vendor 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. The Vendor 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 the Vendor's negligence. The Vendor will pay all indemnities arising from such incidents and will not hold the Bank responsible or obligated.
- iv. The Vendor is responsible for managing the activities of its personnel or sub-contracted personnel (where permitted) and will hold itself responsible for any misdemeanors.
- v. Vendor shall provide necessary training from the OEM to the designated SBI officials on the configuration, operation/ functionalities, maintenance, support & administration for Software Solution, installation, troubleshooting processes of the proposed solution.
- vi. The Vendor shall treat as confidential all data and information about SBI, 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 ***Annexure-L*** of this document.

40. Technical Documentation:

- i. The Vendor shall deliver the following documents to the Bank for every software including third party software before software/ service become operational, which includes, user manuals, installation manuals, operation manuals, design documents, process documents, technical manuals, functional specification, software requirement specification, on-line tutorials/ CBTs, system configuration documents, system/database administrative documents, debugging/diagnostics documents, test procedures etc.
- ii. The vendor shall also provide documents related to Review Records/ Test Bug Reports/ Root Cause Analysis Report, list of all Product components, list of all dependent/external modules and list of all documents relating to traceability of the Software Solution as and when applicable.
- iii. The Vendor shall also provide the MIS reports as per requirements of the Bank. Any level/ version changes and/or clarification or corrections or modifications in the above mentioned documentation should be supplied by the Vendor to the Bank, free of cost in timely manner.

41. Patent Rights/Intellectual Property Rights:

- i. For any licensed software used by the finally selected L1 Vendor for performing services or developing software for the Bank, the Vendor shall have the right as well as the right to license for the outsourced services or third party software development. Any license or IPR violation on the part of Vendor/ Subcontractor should not put the Bank at risk. The Bank reserves the right to audit the license usage of the Vendor.
- ii. The Vendor shall, at its own expenses without any limitation, defend and indemnify the Bank against all third party claims or infringements of Intellectual Property Rights including patent, trademark, copyright, trade secret or industrial design rights arising from use of the products or any part thereof in India or abroad. In case of violation/ infringement of patent/ trademark/ copyright/ trade secrete or industrial design, the supplier shall after due inspection and testing get the solution redesigned for the Bank, at no extra cost.
- iii. The Vendor shall expeditiously extinguish any such claims and shall have full rights to defend itself there from. If the Bank is required to pay compensation to a third party resulting from such infringement(s), the

Vendor shall be fully responsible therefore, including all expenses and court and legal fees.

- iv. The Bank will give notice to the Vendor of any such claim without delay, provide reasonable assistance to the Vendor in disposing of the claim, and shall at no time admit to any liability for or express any intent to settle the claim.
- v. The source code /object code /executable code and compilation procedures of the Software Solution made under this agreement are the proprietary property of the Bank and as such the vendor shall make them available to the Bank after successful User Acceptance Testing. Vendor 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 agreement shall be deemed to be 'work made for hire' under any Indian/U.S. or any other applicable copyright laws.

42. Liquidated Damages:

If the Vendor fails to deliver any or all of the products/ solution or perform the services within the stipulated time schedule as specified in this RFP/ Contract, the Bank may, without prejudice to its other remedies under the Contract, and unless otherwise extension of time is agreed upon without the application of Liquidated Damages, deduct from the Contract Price, as liquidated damages mentioned in part II (Schedule of Events, SI No 19). Once the maximum deduction is reached, the Bank may consider termination of the Contract.

43. Conflict of Interest:

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 (Performance 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 Concession Agreement or otherwise. 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 4A of the Companies Act, 1956. For the purposes of this Clause, indirect shareholding held through one or more intermediate persons shall be computed as follows:
 - (i) 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
 - (ii) subject always to sub-clause (i) 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 if the shareholding of such person in the intermediary is less than 26% of the subscribed and paid up equity shareholding of such intermediary; or
- (b) a constituent of such Bidder is also a constituent of another Bidder; or
- (c) such Bidder, its Member or any Associate thereof receives or has received any direct or indirect subsidy, grant, concessional loan or subordinated debt from any other Bidder, its Member or Associate, or has provided any such subsidy, grant, concessional loan or subordinated debt to any other Bidder, its Member or any Associate thereof; or
- (d) Such Bidder has the same legal representative for purposes of this Bid as any other Bidder; or

- (e) such Bidder, or any Associate thereof, has a relationship with another Bidder, or any Associate thereof, directly or through common third party/ parties, that puts either or both of them in a position to have access to each other's information about, or to influence the Bid of either or each other; or
- (f) Such Bidder or any of its affiliates thereof has participated as a consultant to the Bank in the preparation of any documents, design or technical specifications of the Project.

44. Fraud & Corrupt Practices:

- 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 an Application 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. Without prejudice to the rights of the Bank under Clause 44(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 if such 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, as the case may be.
- iii. For the purposes of this Clause , the following terms shall have the meaning hereinafter, respectively assigned to them:
 - (a) **"corrupt practice"** means (i) the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence the actions of any person connected with the bidding Process (for avoidance of doubt, offering of employment to or employing or engaging in any manner whatsoever, directly or indirectly, any official of the Bank who is or has been associated in any manner, directly or indirectly with the bidding Process or the Letter of Authority or has dealt with matters concerning the Concession Agreement or arising there from, before or after the execution thereof, at any time prior to the expiry of one year from the date such official resigns or retires from or

otherwise ceases to be in the service of the Bank, shall be deemed to constitute influencing the actions of a person connected with the bidding Process); or (ii) engaging in any manner whatsoever, whether during the bidding Process or after the issue of the Letter of Authority or after the execution of the Agreement, as the case may be, any person in respect of any matter relating to the Project or the Letter of Authority or the Agreement, who at any time has been or is a legal, financial or technical adviser of the Bank in relation to any matter concerning the Project;

- (b) **“Fraudulent practice”** means a misrepresentation or omission of facts or suppression of facts or disclosure of incomplete facts, in order to influence the bidding Process
- (c) **“Coercive practice”** means impairing or harming or threatening to impair or harm, directly or indirectly, any person or property to influence any person’s participation or action in the bidding Process;
- (d) **“Undesirable practice”** means (i) establishing contact with any person connected with or employed or engaged by the Bank with the objective of canvassing, lobbying or in any manner influencing or attempting to influence the bidding Process; or (ii) having a Conflict of Interest; and
- (e) **“Restrictive practice”** means forming a cartel or arriving at any understanding or arrangement among Bidders with the objective of restricting or manipulating a full and fair competition in the bidding Process.

45. Termination for Default:

- i. The Bank, without prejudice to any other remedy for breach of Contract, by a written notice of not less than 30 (thirty) days sent to the Vendor, may terminate the Contract in whole or in part:
 - a. If the Vendor fails to deliver any or all of the Software Solution and Services within the period(s) specified in the Contract, or within any extension thereof granted by the Bank; or
 - b. If the vendor fails to perform any other obligation(s) under the contract; or
 - c. Laxity in adherence to standards laid down by the Bank; or

- d. Discrepancies/deviations in the agreed processes and/or Software Solution; or
 - e. Violations of terms and conditions stipulated in this RFP.
- ii. In the event the Bank terminates the Contract in whole or in part for the breaches attributable to the Vendor, the Bank may procure, upon such terms and in such manner as it deems appropriate, Software Solution and Services similar to those undelivered, and the Vendor shall be liable to the Bank for any increase in cost for such similar Software Solution and/or Services. However, the Vendor shall continue performance of the Contract to the extent not terminated.
- iii. If the contract is terminated under any termination clause, the vendor 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, the Vendor shall also support the Bank on technical queries/support on process implementation or in case of software provision for future upgrades.
- v. The Bank's right to terminate the Contract will be in addition to the penalties / liquidated damages and other actions as deemed fit.
- vi. In the event of failure of the Service Provider to render the Services or in the event of termination of agreement or expiry of term or otherwise, without prejudice to any other right, the Bank at its sole discretion may make alternate arrangement for getting the Services contracted with another vendor. In such case, the Bank shall give prior notice to the existing Service Provider. The existing Service Provider shall continue to provide services as per the terms of contract until a 'New Service Provider' completely takes over the work. During the transition phase, the existing Service Provider shall render all reasonable assistance to the new Service Provider within such period prescribed by the Bank, at no extra cost to the Bank, for ensuring smooth switch over and continuity of services. If existing vendor is breach of this obligation, they shall be liable for paying a penalty of **as provided in Part-II, (Schedule of Events, SI No 20)** on demand to the Bank, which may be settled from the payment of invoices or Performance Bank Guarantee for the contracted period or by invocation of Performance Bank Guarantee.

46. Force Majeure:

- i. Notwithstanding the provisions of terms and conditions contained in this RFP, the Vendor shall not be liable for forfeiture of its performance security, liquidated damages, or termination for default, if any, and to the extent that the delay in performance or other failure to perform its obligations under the Contract 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 Act of Government, impeding reasonable performance of the Vendor 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, the Vendor shall promptly notify the Bank in writing of such condition and the cause thereof. Unless otherwise directed by the Bank in writing, the Vendor 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.

47. Termination for Insolvency:

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

48. Termination for Convenience:

The Bank, by written notice of not less than 90 (ninety) days sent to the Vendor, may terminate the Contract, in whole or in part, at any time for its convenience. The notice of termination shall specify that termination is for the Bank's convenience, the extent to which performance of the Vendor under the Contract is terminated, and the date upon which such termination becomes effective.

49. Disputes / Arbitration (applicable in case of successful Bidder only):

All disputes or differences whatsoever arising between the parties out of or in connection with this contract 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 this contract, abandonment or breach of this contract), shall be settled amicably. If however, the parties are not able to solve them amicably, either party (SBI or Vendor), give written notice to other party clearly setting out there in specific dispute(s) and/or difference(s) and shall be referred to a sole arbitrator mutually agreed upon, and the award made in pursuance thereof shall be binding on the parties. In the absence of consensus about the single arbitrator, the dispute may be referred to joint arbitrator; one to be nominated by each party and the said arbitrators shall nominate a presiding arbitrator, before commencing the arbitration proceedings. The arbitration shall be settled in accordance with the applicable Indian Laws. Any appeal will be subject to the exclusive jurisdiction of courts at Mumbai.

The Vendor shall continue work under the Contract during the arbitration 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 arbitrator is obtained.

Arbitration proceeding shall be held at Mumbai, India, and the language of the arbitration proceedings and that of all documents and communications between the parties shall be in English.

50. Governing Language:

The governing language shall be English.

51. 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.

52. Taxes and Duties:

- a. The Vendor 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 Vendor shall include all such taxes in the contract price.
- b. Prices quoted should be exclusive of all Central / State Government taxes/duties and levies but inclusive of Custom duty as also cost of incidental services such as transportation, road permits, insurance etc. The quoted prices and taxes/duties and statutory levies such as Service tax,

VAT/ Sales tax, Excise duty, Custom duty, Octroi, etc. should be specified in the separate sheet (**Annexure- F**).

- c. Custom duty as also cost of incidental services such as transportation, road permits, insurance etc. in connection with delivery of products at site including any incidental services and commissioning, if any, which may be levied, shall be borne by the Vendor and the Bank shall not be liable for the same. Only specified taxes/ levies and duties in the **Annexure-F** will be payable by the Bank on actuals upon production of original receipt wherever required. If any specified taxes/ levies and duties in **Annexure-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 **Annexure-F**
- d. Prices payable to the Vendor as stated in the Contract shall be firm and not subject to adjustment during performance of the Contract, irrespective of reasons whatsoever, including exchange rate fluctuations, any upward revision in Custom duty. The Bidder will pass on to the Bank, all fiscal benefits arising out of reductions, if any, in Government levies viz. custom duty or the benefit of discounts if any announced in respect of the cost of the items for which orders have been placed during that period.
- e. 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.
- f. 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 the Vendor.

53. 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 the Vendor. 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 the Vendor from his responsibility to pay any tax that may be levied in India on income and profits made by the Vendor in respect of this contract.
- ii. The Vendor'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

the Vendor shall perform such duties in regard to such deductions thereof as may be imposed on him by such laws and regulations.

54. Tender Fee: 20,000/- Rs. Twenty Thousand Only.

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

55. 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

SCHEDULE OF EVENTS

| Sl No | Particulars | Remarks |
|-------|---|--|
| 1 | Contact details of issuing department (Name, Designation, Mobile No., Email address for sending any kind of correspondence regarding this RFP) | Devakumar P, Assistant Manager (Systems), Mobile : 9819379411 Mail : devakumar.pandiaraj@sbi.co.in Suresh Anand, Chief Manager, Mobile : 9136105211 Mail : suresh.anand@sbi.co.in |
| 2 | Bid Document Availability including changes/amendments, if any to be issued | RFP may be downloaded from Bank's website https://bank.sbi procurement news from 04.05.2019 to 03.06.2019 |
| 3 | Last date for requesting clarification | Up to 5:00 PM on 10.05.2019 All communications regarding points / queries requiring clarifications shall be given in writing or by e-mail. |
| 4 | Pre - bid Meeting at INB & CMP Department, Ground Floor, C-Wing, State Bank Global IT-Centre, CBD Belapur, Navi Mumbai, 400614 | From 4:00 PM on 15.05.2019 |
| 5 | Clarifications to queries raised at pre-bid meeting will be provided by the Bank. | Will be updated on bank's website. |
| 6 | Last date and time for Bid submission | Up to 4:00 pm on .03.06.2019 |
| 7 | Address for submission of Bids | INB & CMP Department, Ground Floor, C-Wing, State Bank Global IT-Centre, CBD Belapur, Navi Mumbai, 400614 |
| 8 | Date and Time of opening of Technical Bids | 4: 00 PM on 03.06.2019 |

| | | | |
|----|--|---|---|
| | | Authorized 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 representatives. | |
| 9 | Opening of Commercial Bids | On a subsequent date which will be communicated to such Bidders who qualify in the Technical Bid. | |
| 10 | Reverse Auction | On a subsequent date which will be communicated to such Bidders who qualify in the Technical Bid. | |
| 11 | Tender Fee | Amount Rs.20,000/- Non-refundable by means of a DD or Bankers' cheque payable at Mumbai in favor of State Bank of India | |
| 12 | Earnest Money Deposit | Rs.50.00 Lakh | Validity period from the date of Bid opening -180 Days |
| 13 | Performance Bank Guarantee | 20% of the Project Cost | Validity 69 months period from the date of purchase order |
| 14 | Price validity from the date of price discovery | 6 Months | |
| 15 | Contact details of agency appointed for conducting Reverse Auction | M/s E-Procurement Technologies Limited. B-705, Wall Street-II, Opp. Orient Club, Ellis Bridge, Near Gujarat College, Ahmedabad, Gujarat-380006, Land line No. 079-40230 822/834/800 | |
| 16 | Delivery schedule/ Timeline for Software Solution: | Refer Project Implementation plan-Part- 'A' under Annexure: 'E'. | |
| 17 | Terms of payment | Implementation Cost: 1. After successful completion of Phase-I (As defined below), 60 | |

| | | |
|--|--|--|
| | | <p>% of Implementation cost will be released within 30 days of receipt of invoice.</p> <p>2. After successful completion of Phase-II (As defined below), remaining 40 % of Implementation cost will be released within 30 days of receipt of invoice.</p> <p>2. Operational and Development cost for 5 years:</p> <p>Invoices will be paid quarterly in arrears within 30 days after receipt of invoices.</p> <p><u>Note:</u></p> <ul style="list-style-type: none"> • With respect to Implementation cost, successful completion should be certified by the Bank/Channel before raising Invoice, • Operational cost/ Support resources cost will be applicable only after successful development and implementation of Phase- 1. (Phase -I to be completed in 6 Months.) • Development cost will not be paid by the Bank until completion of Phase- I and Phase-II with exception of changes proposed by Bank which is not defined as part of this RFP. • No additional development cost will be payable by the bank for Phase-I and Phase- II. The complete scope has to be developed and implemented by the Bidder. |
|--|--|--|

| | | |
|----|--|---|
| | | <u>3. Phase 1 and Phase 2 Scope:</u> Refer Project Implementation plan- Part- 'A' under Annexure: 'E' |
| 18 | Delivery location | State Bank Global IT-Centre Belapur, Navi Mumbai |
| 19 | Liquidated damages | Note for Reference: Range for liquidated damages may be fixed, a sum equivalent to 0.5 or 1 % per week or part thereof of Contract Price subject to maximum deduction of 5% or 10 % of the Contract Price for delay of each week or part thereof. |
| 20 | Transition Penalty (Refer Part-1, point No 47 sub point no (vi).) | 10% of the total Project Cost |

ANNEXURES

| Annexure | Index |
|-----------------|--|
| A | Bid form |
| B | Bidder's Eligibility criteria |
| C | Technical & functional specifications |
| D | Bidder details |
| E | Scope of work |
| F | Indicative Commercial Bid |
| G | Format for Bank Guarantee as Earnest Money Deposit |
| H | Format for submission of Performance Bank Guarantee |
| I | Format of certificate to be issued by the Bank after successful commissioning and acceptance of the Software Solution and its associated services. |
| J | Penalties |
| K | Service Level Agreement |
| L | Non-disclosure Agreement |
| M | Pre bid Query Format |
| N | Pre-Contract Integrity Pact |

ANNEXURE-A

BID FORM (TECHNICAL BID)

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

Date: _____

To:
Dy. General Manager
INB & CMP Department
State Bank Global IT-Centre
Sec-11, CBD Belapur,
Navi Mumbai

Dear Sir

Ref: RFP No.

~~~~~

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 supply, Install, test, commission and support the desired Software Solution detailed in this RFP. We shall abide by the terms and conditions spelt out in the RFP. We shall participate and submit the commercial Bid through online auction to be conducted by the Bank's authorized service provider, on the date advised to us.

2. While submitting this Bid, we certify that:

- The undersigned is authorized to sign on behalf of the VENDOR and the necessary support document delegating this authority is enclosed to this letter.
- We declare that we are not in contravention of conflict of interest obligation mentioned in this RFP.
- Indicative prices submitted by us have been arrived at without agreement with any other Bidder of this RFP for the purpose of restricting competition.
- The indicative 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.
- The rate quoted in the indicative *price Bids are as per the RFP* and subsequent pre-Bid clarifications/ modifications/ revisions furnished by the Bank, without any exception.

3. If our offer is accepted, we undertake to complete the formalities for supply, installation, testing and commissioning of the Software Solution within the period specified in this document.
4. We agree to abide by all the Bid terms and conditions, contents of Service Level Agreement as per sample available at **Annexure-K** of this document and the rates quoted therein for the orders awarded by the Bank up to the period prescribed in the Bid, which shall remain binding upon us.
5. Until a formal contract is prepared and executed, this Bid, together with your written acceptance thereof and your notification of award, shall constitute a binding Contract between us.
6. 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".
7. **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.**
8. **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.**
9. We certify that we have not made any changes in the contents of the RFP document read with its amendments/clarifications provided by the Bank submitted by us in our Bid document.
10. It is further certified that the contents of our Bid are factually correct. We also accept that in the event of any information / data / particulars proving to be incorrect, the Bank will have the right to disqualify us from the Bid.
11. 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.
12. We hereby undertake that our name does not appear in any "Caution" list of RBI / IBA or any other regulatory body for outsourcing activity.
13. 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 jointly and severally responsible for the due performance of the contract.

14. The name(s) of successful Bidder to whom the contract is finally awarded after the completion of bidding process shall be displayed on the website of the Bank and/or communicated to the successful Bidder(s).
15. The commercial bidding process will be through the reverse auction process to be conducted by the Bank or a company authorized by the Bank. We understand that our authorized representative who would participate in the reverse auction process would be possessing a valid digital certificate for the purpose.
16. We 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.**



**Annexure-B****Bidder's Eligibility Criteria**

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

**Terminologies:**

COU – Customer Operating Unit

BOU – Biller Operating Unit

BBPS – Bharat Bill Payment System

**Commercial:**

| S. No. | Eligibility Criteria                                                                                                                                | Compliance (Yes/No) | Documents to be submitted                                                                                                                                                                      |
|--------|-----------------------------------------------------------------------------------------------------------------------------------------------------|---------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| 1      | The Bidder must be an Indian firm / company/ organization registered under applicable Act in India.                                                 |                     | Copy of the Partnership deed/Bye Law/ Certificate of Incorporation issued by Registrar of Companies along with Memorandum & Articles of Association and full address of the registered office. |
| 2      | The Bidder must have an average turnover of minimum Rs.25 crore during last three financial year(s) 2015-16, 2016-17, 2017-18.                      |                     | Copy of the audited Balance Sheet and / or Certificate of the Chartered Accountant for preceding three years.                                                                                  |
| 3      | The Bidder should be profitable organization (on the basis of PAT) for last 3 out of 5 financial years 2013-14, 2014-15, 2015-16, 2016-17, 2017-18. |                     | Copy of the audited balance sheets along with profit and loss statement for corresponding years and / or Certificate of the Chartered Accountant                                               |
| 4      | Bidders should not have been blacklisted for deficiency in service by RBI or any Public Sector Bank during the last 5 years.                        |                     | Bidder should specifically confirm on their letter head in this regard.                                                                                                                        |
| 5      | Past/present litigations, disputes, if any (Adverse litigations could result in disqualification, at the sole discretion of the Bank)               |                     | Brief details of litigations, disputes, if any are to be given on Company's letter head.                                                                                                       |

|   |                                                                                                                                                                                                                                                                                                                                  |  |                                                                                                                          |
|---|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--|--------------------------------------------------------------------------------------------------------------------------|
| 6 | The Bidder should agree to the terms and conditions of Service Level Agreement (format placed at <b>Annexure-K</b> ), should they are selected by the Bank to execute a contract with the Bank.                                                                                                                                  |  | Bidder should specifically confirm on their letter head in this regard.                                                  |
| 7 | The Bidder should not have any Service Level Agreement pending to be signed with the Bank for more than 6 months from the date of issue of purchase order issued by any of the Department at SBI GITC as on the date of Bid submission. <b>[No change/ addition or deletion to be made by the Bidder to any of the clauses.]</b> |  | Bidder should specifically confirm on their letter head in this regard.                                                  |
| 8 | The Bidder should provide BCP (Business Continuity Plan) setup within 1 hour of response time at secondary site: Hyderabad while primary setup will be at Mumbai.<br><br><u>Note:</u><br><br>However, the location for both primary and secondary site may change depending upon Bank's requirement.                             |  | Bidder should specifically confirm on their letter head in this regard.                                                  |
| 9 | Two Client references and contact details (email/ landline/ mobile) of customers for whom the Bidder has executed BBPS - COU Solution (Solution should be running in production).                                                                                                                                                |  | Copy of the order and / or Certificate of completion of the work. The Bidder should also furnish user acceptance report. |

|    |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |  |                                                                                                                          |
|----|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--|--------------------------------------------------------------------------------------------------------------------------|
|    | Start and End Date of the Project to be mentioned along with Certificate of completion and user acceptance report.<br>(At least 2 client references are required)                                                                                                                                                                                                                                                                                                                                                                                                                                                              |  |                                                                                                                          |
| 10 | <p>One Client reference and contact detail (email/ landline/ mobile) of customer for whom the Bidder has executed BBPS - BOU Solution (Solution should be running in production).<br/>Start and End Date of the Project to be mentioned.<br/>(At least 1 client reference are required)</p> <p><u>Note:</u></p> <p>a) BOU Client reference should stat number of Billers live (At least 1 Biller has to be Live).</p> <p>b) BOU Client reference should also certify that the bidder is handling more than 10,000 financial transactions per month for last 3 months (The period of 3 months should fall anytime in 2019).</p> |  | Copy of the order and / or Certificate of completion of the work. The Bidder should also furnish user acceptance report. |
| 11 | The Bidder should have experience of minimum 2 years in handling Infrastructure deployment and support in India as on 31 March, 2019.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          |  | Copy of the order and / or Certificate of completion of the work. The Bidder should also furnish user acceptance report. |
| 12 | The Bidder should have experience of minimum 2 years in handling                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               |  | Copy of the order and / or Certificate of completion of the                                                              |

|    |                                                                                                                                                                                                                                                                                                                                                                                                                        |  |                                                                                                                          |
|----|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--|--------------------------------------------------------------------------------------------------------------------------|
|    | reconciliation and settlement in payment aggregation/Merchant onboarding/BBPS System as on 31 March, 2019.                                                                                                                                                                                                                                                                                                             |  | work. The Bidder should also furnish user acceptance report.                                                             |
| 13 | The Bidder should have experience of minimum 2 year in handling Merchant/Biller complaints with a good track record as on 31 March, 2019.                                                                                                                                                                                                                                                                              |  | Copy of the order and / or Certificate of completion of the work. The Bidder should also furnish user acceptance report. |
| 14 | The Bidder should have experience of minimum 2 years in handling customer complaints with a good track record as on 31 March, 2019.                                                                                                                                                                                                                                                                                    |  | Copy of the order and / or Certificate of completion of the work. The Bidder should also furnish user acceptance report. |
| 15 | Agreement to have Non-Disclosure agreement as per the terms and conditions specified by SBI for all the data/information attained directly/indirectly on account of this engagement.                                                                                                                                                                                                                                   |  | Bidder should specifically mention this on their letter head.                                                            |
| 16 | <p>Agreement to implement Secure practices, data protection policies, risk management framework, architecture, etc., as per the regulator and Bank's requirements.</p> <p><u>Note:</u></p> <p>The compliance of the Bank's recommendations can be audited at any point of time by the Bank or Bank can request the Bidder to provide compliance certificate from a CERT-In empaneled Information Security Auditing</p> |  | Bidder should specifically mention this on their letter head.                                                            |

|    |                                                                                                                                                                                       |  |                                                               |
|----|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--|---------------------------------------------------------------|
|    | Organizations with no additional cost to the Bank.                                                                                                                                    |  |                                                               |
| 17 | In case the Bidder has existing agreements with the Bank, Bidder should certify that with respect to this engagement all other agreements will be superseded in case of any disputes. |  | Bidder should specifically mention this on their letter head. |

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.

Signature

Seal of Company

**Annexure-C****Technical & Functional Specifications**

| <b>S.<br/>N<br/>o.</b> | <b>List of Sections</b>                                               | <b>Total<br/>Weightage</b> | <b>Minimum<br/>Qualification<br/>(Without<br/>Rounding Off)</b> | <b>Bidders<br/>Weightage<br/>Obtained<br/>(To be filled<br/>by the Bidder)</b> |
|------------------------|-----------------------------------------------------------------------|----------------------------|-----------------------------------------------------------------|--------------------------------------------------------------------------------|
| 1                      | General requirements                                                  | 30                         | 75%                                                             |                                                                                |
| 2                      | Guidelines, Compliance<br>and Security<br>requirements                | 25                         | 75%                                                             |                                                                                |
| 3                      | Onboarding and<br>Integration                                         | 10                         | 75%                                                             |                                                                                |
| 4                      | Co-ordination, Support<br>and Project<br>Management                   | 12.5                       | 75%                                                             |                                                                                |
| 5                      | Reconciliation,<br>Settlement, Complaint<br>and Dispute<br>Management | 10                         | 75%                                                             |                                                                                |
| 6                      | Dashboard and Admin<br>Portal                                         | 12.5                       | 75%                                                             |                                                                                |
| 7                      | Total Weightage                                                       | 100                        | 80%                                                             |                                                                                |

**Qualification:**

To be deemed qualified for technical bid:

- Bidder should score minimum of 75 % in each section (Sr.No.1 to 6) along with scoring 80% overall (Sr.No.7).
- Alongside, Bidder should submit the tentative project implementation plan: (Refer end of section “Broad Scope of Work” for more details)

**Note:**

- Supporting documents will be verified only if the Bidder satisfies minimum criteria laid above.
- Technical and functional specifications mentioned below are complementary to Broad scope of work in Annexure: ‘E’ and are not supplementary. Final implementation in the Bank will cover Technical and functional specifications, Broad Scope of Work in entirety.

The Bidder should provide their response against each point mentioned below in Yes/No. All the functionalities mentioned are to be hosted in Bank's Data center unless otherwise specified by the Bank.

Terminologies:

- COU – Customer Operating Unit,
- BOU – Biller Operating Unit,
- BBPS – Bharat Bill Payment System,
- CMS – Complaint Management System,
- DMS – Dispute Management System,
- MIS – Management Information System,
- NPCI – National Payments Corporation of India,
- RBI – Reserve Bank of India.



**General requirements**

| Sr .<br>N<br>o. | Required Functionalities/<br>Features                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    | Weig<br>htage<br>Point<br>s | Comp<br>liance<br>(Yes/<br>No) | Supporti<br>ng<br>Docume<br>nts (If<br>any) |
|-----------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------|--------------------------------|---------------------------------------------|
| 1               | <p>The bidder should provide for development, implementation, installation, integration, maintenance and support of Bharat Bill Payment Solution (COU and BOU) for State Bank of India in Internet Banking channel. i.e.</p> <ul style="list-style-type: none"><li>• Retail Internet Banking and</li><li>• Corporate Internet Banking</li></ul> <p>The above scope, also includes changes required for NPCI certification and customizations deemed necessary by the bank.</p>                                                                                                                           | 2.5                         |                                |                                             |
| 2               | <p>The bidder should provide for development, implementation, installation, integration, maintenance and support of Bharat Bill Payment Solution (COU and BOU) for State Bank of India in Mobile Banking channel. i.e.</p> <ul style="list-style-type: none"><li>• Mobile Banking – YONO Lite/ SB Anywhere Personal,</li><li>• Mobile Banking – SB Anywhere Saral,</li><li>• Mobile Banking – SB Anywhere Corporate,</li><li>• BHIM SBI Pay,</li><li>• YONO and</li></ul> <p>The above scope, also includes changes required for NPCI certification and customizations deemed necessary by the bank.</p> | 2.5                         |                                |                                             |
| 3               | <p>The bidder should provide for development, implementation, installation, integration, maintenance and support of Bharat Bill Payment Solution (COU and BOU) for Regional Rural Banks on-boarded/sponsored</p>                                                                                                                                                                                                                                                                                                                                                                                         | 2.5                         |                                |                                             |

|   |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |     |  |  |
|---|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----|--|--|
|   | <p>by State Bank of India in Bharat Bill Payment Eco-System.</p> <p>The above scope, also includes changes required for NPCI certification and customizations deemed necessary by the bank.</p>                                                                                                                                                                                                                                                                                                                                                                                                         |     |  |  |
| 4 | <p>The bidder should provide for development, implementation, installation, integration, maintenance and support of Bharat Bill Payment Solution (COU and BOU) for State Bank of India in ATM Channel.</p> <p>The above scope, also includes changes required for NPCI certification and customizations deemed necessary by the bank.</p>                                                                                                                                                                                                                                                               | 2.5 |  |  |
| 5 | <p>The bidder should provide for development, implementation, installation, integration, maintenance and support of Bharat Bill Payment Solution (COU and BOU) for State Bank of India in Kiosk Channel. i.e</p> <ul style="list-style-type: none"> <li>• Business correspondents (BC) and</li> <li>• Customer service point (CSP).</li> </ul> <p>The above scope, also includes changes required for NPCI certification and customizations deemed necessary by the bank.</p> <p><u>Note:</u></p> <p>Portal and Mobile application if required by the Agents/BC/CSP will also be part of the scope.</p> | 2.5 |  |  |
| 6 | <p>The bidder should provide for development, implementation, installation, integration, maintenance and support of Bharat Bill Payment Solution (COU and BOU) for State Bank of India in Branch Banking, Internet of things (IOT) devices and any other channel required by the Bank from time to time.</p>                                                                                                                                                                                                                                                                                            | 2.5 |  |  |

|   |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |      |  |  |
|---|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------|--|--|
|   | <p>The above scope, also includes changes required for NPCI certification and customizations deemed necessary by the bank.</p> <p><u>Note:</u></p> <ul style="list-style-type: none"> <li>The IOT scope is currently under conceptualization stage and the bidder is expected to provide support for the integration with Smart watches (watchOS, Android Wear/ Android, Tizen, etc.,) and other IOT devices.</li> <li>The bidder should also support SBI Group companies like SBI cards, etc., where deemed necessary by the Bank.</li> </ul> |      |  |  |
| 7 | <p>The bidder should also ready to provide solution for migrating existing Bill payment solutions in State Bank of India. The scope of the same will be decided based on the implementation satisfaction of the bidder at the discretion of the bank.</p> <p><u>Note:</u></p> <p>The migration here may/may not include data migration.</p>                                                                                                                                                                                                    | 2.5  |  |  |
| 8 | <p>The solution should be able to handle OFF-US and ON-US transactions (BBPS Eco-System) in a seamless manner.</p>                                                                                                                                                                                                                                                                                                                                                                                                                             | 0.25 |  |  |
| 9 | <p>The bidder should manage Development, SIT, UAT, Pre-Production and production environments of the application along with concerned disaster recovery.</p> <p><u>Note:</u></p> <ul style="list-style-type: none"> <li>Bidder should also manage test data creation.</li> <li>Bidder will also be responsible for maintaining and coordinating test regions among all dependent departments.</li> </ul>                                                                                                                                       | 1.25 |  |  |

|    |                                                                                                                                                                                                                                                                                                                                                 |      |  |  |
|----|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------|--|--|
|    | <ul style="list-style-type: none"> <li>Simulated environments for Biller Operating Unit also to be managed alongside.</li> </ul>                                                                                                                                                                                                                |      |  |  |
| 10 | <p>The bidder should integrate with Bank's SMS Aggregators/ Gateway for sending SMS notifications with no additional cost to the Bank. The solution should also be able to send Push notifications to mobile applications.</p> <p><u>Note:</u></p> <p>SMS contents and triggers to send SMS notifications will be based on Bank's decision.</p> | 0.5  |  |  |
| 11 | <p>The bidder should integrate with Bank's Mail Aggregators/ Gateway for sending Mail notifications with no additional cost to the Bank.</p> <p><u>Note:</u></p> <p>Mail contents and triggers to send Mail notifications will be Bank's discretion. Mail might contain attachments also.</p>                                                   | 0.5  |  |  |
| 12 | <p>The solution should provide normal navigation: Category wise, along with options to Search, sort and filter billers for customers/Agents.</p>                                                                                                                                                                                                | 0.25 |  |  |
| 13 | <p>The solution should be able to process registration of customers both for Pre-login and Post login customers.</p> <p><u>Note:</u></p> <p>Pre-login customers can be authenticated through Dynamic tokens like OTP.</p>                                                                                                                       | 0.5  |  |  |
| 14 | <p>The solution should provide provision to access bill details and bill status to the customer across all the channel irrespective of the channel from which transaction was initiated.</p>                                                                                                                                                    | 0.5  |  |  |

|    |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  |      |  |  |
|----|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------|--|--|
| 15 | The solution should also provide facility to 'View Bill Payment history' for the customer.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       | 0.25 |  |  |
| 16 | <p>The 'Disclaimer notice'/'Terms and conditions' wherever applicable should be displayed properly.</p> <p><u>Note:</u></p> <ul style="list-style-type: none"><li>• The applicable logs maintenance of Terms and Conditions content should be stored for audit, legal and regulatory requirements.</li><li>• Bidder should clarify the applicable areas to Bank before implementation.</li></ul>                                                                                                                                                                                                                                                                                 | 0.25 |  |  |
| 17 | <p>The exception handling should be done centrally for all errors and simplified error messages to be given to customers/billers.</p> <p><u>Note:</u></p> <p>System to capture data automatically in case of exceptions/errors and option to register complaints should be on a click of a button with details displayed on screen already.</p>                                                                                                                                                                                                                                                                                                                                  | 0.5  |  |  |
| 18 | <p>The bidder should define and document all the application process/Changes/deployment and the same should be submitted to the bank after internal reviews.</p> <p><u>Note:</u></p> <ul style="list-style-type: none"><li>• All deployment/changes to be accompanied by<ul style="list-style-type: none"><li>• Business requirement document,</li><li>• Business specification document,</li><li>• Technical specification document,</li><li>• Code Changes/Impact document,</li><li>• System Testing document,</li><li>• User Acceptance document,</li><li>• Security review document,</li><li>• Release document (Incorporating Downtime, Quality impact,</li></ul></li></ul> | 0.5  |  |  |

|    |                                                                                                                                                                                                                                                                                                            |      |  |  |
|----|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------|--|--|
|    | <p>Schedule impact, Resource impact, Cost impact, Roll back plan),</p> <ul style="list-style-type: none"> <li>• Release review document (Incorporating verification proofs for all deployed changes).</li> <li>• All processes also to be documented along with standard architectural details.</li> </ul> |      |  |  |
| 19 | <p>The solution should provide Pie charts/Bar graph on login to customer/Biller for easy understanding of bill data, settlement data, etc.,</p> <p>Similarly, graphical diagrams to be provided in Admin portal and dashboards wherever requested by the Bank.</p>                                         | 0.5  |  |  |
| 20 | <p>The solution should have different colors like red for failed, green for success etc. for different status.</p>                                                                                                                                                                                         | 0.25 |  |  |
| 21 | <p>The solution should have option to upload/integrate Bank's banner/advertisement with no additional cost to the Bank.</p> <p><u>Note:</u></p> <p>The banners / offers should be dynamic and use optimum bandwidth and should work in 2G as well.</p>                                                     | 0.25 |  |  |
| 22 | <p>The solution should provide for transaction sorting, searching, filtering based on various parameters like transaction month, transaction amount, biller. Etc. for the customers.</p> <p>Similar data dashboards to be provided to the Billers/Agents/Channels wherever requested by the Bank.</p>      | 0.5  |  |  |
| 23 | <p>Suitable error messages while filling a form should be displayed next to the fields and button. The message should provide the</p>                                                                                                                                                                      | 0.5  |  |  |

|    |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |      |  |  |
|----|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------|--|--|
|    | reason for error and suggests the next possible action if any.                                                                                                                                                                                                                                                                                                                                                                                                                                                        |      |  |  |
| 24 | Based on the UAT observations by the target user base, customization of the application software, if required has to be done by the bidder at no additional cost to the Bank.                                                                                                                                                                                                                                                                                                                                         | 0.25 |  |  |
| 25 | <p>The entire BBPS module should be tested for varying network bandwidth, device models (make and screen size), back button and other buttons on the device, stylus/pencil, trackball/pad, swipe operations, screen rotation, mobile keys etc.</p> <p><u>Note:</u></p> <p>The BBPS module should work seamlessly in 2G network bandwidth as well.</p>                                                                                                                                                                 | 1.25 |  |  |
| 26 | <p>The bidder should provide API/Web services based integration for online Billers/Sub-billers, Agents, Channels, etc.,</p> <p><u>Note:</u></p> <ul style="list-style-type: none"> <li>API documentation should be updated and published at least on Quarterly basis.</li> <li>Solution should be flexible enough to be integrated through new Integration layer (To be developed as part of the solution) or Bank's Integration layer for exposing internal services without additional cost to the Bank.</li> </ul> | 1.25 |  |  |
| 27 | <p>The system should be flexible enough to handle 250 transactions per second (tps) initially (Both for BOU and COU Modules). The application is to be further scalable as per Bank's future requirement and Capacity planning for the same is to be managed by the Bidder.</p> <p><u>Definition of Transaction Per Second (COU):</u><br/>Every request to BBPS Module from customer and back to customer device is considered as</p>                                                                                 | 1.25 |  |  |



|    |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          |      |  |  |
|----|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------|--|--|
|    | <p>one transaction. All intermediary hops, time-outs and session lengths to be optimized by the Bidder.</p> <p><u>Definition of Transaction Per Second (BOU: ON-US):</u><br/>Every request to BBPS Module from customer and back to customer device is considered as one transaction. All intermediary hops, time-outs and session lengths to be optimized by the Bidder.</p> <p><u>Definition of Transaction Per Second (BOU: OFF-US/ Others):</u><br/>Every request to BBPS Module from NPCI/Source systems and back to NPCI/Source Systems is considered as one transaction. All intermediary hops, time-outs and session lengths to be optimized by the Bidder.</p> <p><u>Note:</u></p> <ul style="list-style-type: none"> <li>In case of asynchronous requests, intended functionality requested from Customer/NPCI/Source Systems to BBPS Module will be considered as one transaction.</li> </ul> |      |  |  |
| 28 | <p>The Bidder should Benchmark infrastructure of individual channels, Billers, Agents and provide reports to bank during initial deployment and as when requested by the Bank.</p> <p><u>Note:</u></p> <ul style="list-style-type: none"> <li>Benchmarking to be done in Pre-production environment of the Bank/Simulated environment using automation tools/scripting without additional cost to the Bank.</li> <li>Even when not requested, Benchmarking should be done</li> </ul>                                                                                                                                                                                                                                                                                                                                                                                                                     | 1.25 |  |  |

|  |                                                 |  |  |  |
|--|-------------------------------------------------|--|--|--|
|  | minimum on Quarterly basis on an ongoing basis. |  |  |  |
|--|-------------------------------------------------|--|--|--|

**Guidelines, Compliance and Security requirements**

| Sr .<br>N<br>o. | Required Functionalities/<br>Features                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           | Weig<br>htage<br>Point<br>s | Comp<br>liance<br>(Yes/<br>No) | Supporti<br>ng<br>Docume<br>nts (If<br>any) |
|-----------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------|--------------------------------|---------------------------------------------|
| 1               | <p>The solution proposed by Biller should comply with all BBPS guidelines issued by NPCI and RBI or any other Statutory, regulatory body.</p> <p><u>Reference:</u></p> <ul style="list-style-type: none"><li>• <a href="https://www.npci.org.in/bbps-circular">https://www.npci.org.in/bbps-circular</a></li><li>• <a href="https://www.npci.org.in/procedural-guidelines/bharat-billpay-procedural-guidelines">https://www.npci.org.in/procedural-guidelines/bharat-billpay-procedural-guidelines</a></li><li>• <a href="https://www.npci.org.in/bharat-billpay-notified-documents">https://www.npci.org.in/bharat-billpay-notified-documents</a></li></ul> <p>The above reference are only indicative and not exhaustive.</p> | 1.25                        |                                |                                             |
| 2               | <p>The solution must comply with any other regulatory guidelines which comes from time to time.</p> <p><u>Note:</u></p> <p>Bidder to ensure compliance of the same within the Bank stipulated time period.</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  | 1.25                        |                                |                                             |
| 3               | <p>The Solution must comply with Guidelines issued by State Bank of India from time to time.</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                | 1.25                        |                                |                                             |
| 4               | <p>The bidder should comply with the Audit requirements of the bank and any other entity when deemed necessary by the bank.</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 | 1.25                        |                                |                                             |
| 5               | <p>All the software used by the bidder should be licensed during the course of development, deployment, support, etc.,</p> <p><u>Note:</u></p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  | 0.5                         |                                |                                             |

|   |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             |      |  |  |
|---|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------|--|--|
|   | <ul style="list-style-type: none"> <li>All product/solution/software related vulnerabilities to be patched by Bidder by seeking support to respective product/solution/software within stipulated time defined by the Bank. No delay will be acceptable to Bank in this regard.</li> <li>Development and Support teams shouldn't be using any Open Source software without specific approval from the Bank.</li> </ul>                                                                                                                                                                                      |      |  |  |
| 6 | The bidder should protect the privacy of the data as per Indian regulations from time to time and as per Bank's guidelines and recommendations.                                                                                                                                                                                                                                                                                                                                                                                                                                                             | 1.25 |  |  |
| 7 | <p>The bidder should ensure proper fraud and velocity monitoring. The solution should also support integration with WAF device of the Bank.</p> <p><u>Note:</u></p> <ul style="list-style-type: none"> <li>Fraud transactions monitoring, velocity monitoring to be benchmarked until past month data and monitored accordingly. In case of any disputes, Bank will decide on the same.</li> <li>Bidder should define preventive, detention signatures, etc., and the same should be updated/revised on a monthly basis based on the application traffic encountered and feedback from the Bank.</li> </ul> | 1.25 |  |  |
| 8 | An SMS/Email to be sent to the customer to validate/authenticate customer as per guidelines defined by NPCI.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                | 0.25 |  |  |
| 9 | <p>The data retention will be as per Bank defined policies.</p> <p><u>Note:</u></p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         | 0.25 |  |  |

|    |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     |      |  |  |
|----|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------|--|--|
|    | The data and Audit trail can only be archived and not deleted.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      |      |  |  |
| 10 | <p>The solution must have the ability to perform key management (dynamic &amp; static) including data encryption as per the Bank and NPCI standards.</p> <p><u>Note:</u></p> <ul style="list-style-type: none"> <li>All keys should be protected with strong policies in the Infrastructure where it is available. I.e. Software implementation of Hardware Security Module (HSM).</li> <li>If required by the Bank, Architecture should also support integration with Physical Hardware Security Module (HSM) and the same should be attained in a modular way.</li> </ul>                                                                                                                                                                         | 0.5  |  |  |
| 11 | <p>The solution should protect both data in rest and data in motion.</p> <p><u>Note:</u></p> <ul style="list-style-type: none"> <li>Encryption standards, authentication and authorization, confidentiality, Integrity, etc., to be maintained and upgraded from time to time as per recommendations of Bank Security review team.</li> <li>Access to data for operations should be based on the proper User access management as defined by the Bank. Bank may at its discretion modify the User access.</li> <li>Communication between various components and tiers of the solution should also be secured as per the guidelines of the Bank which includes CIA (Confidentiality, Integrity and Availability) but not limited to same.</li> </ul> | 1.25 |  |  |
| 12 | The bidder should fix the VA/PT vulnerabilities (If any) raised by the bank at no additional cost to the Bank.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      | 1.25 |  |  |

|    |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |      |  |  |
|----|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------|--|--|
|    | <p><u>Note:</u></p> <p>The bidder should also perform complete application review incorporating CERT-In empaneled Information Security Auditor on a Yearly basis with no additional cost to the Bank and submit the report to the Bank.</p>                                                                                                                                                                                                                                                                                                                                             |      |  |  |
| 13 | The solution should provide for complaint logging as per NPCI guidelines.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               | 0.25 |  |  |
| 14 | The audit logs should be capable of being used for forensic evidence.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   | 0.5  |  |  |
| 15 | <p>All logs should be properly logged and archived as per Bank retention policies.</p> <p><u>Note:</u></p> <p>Logs can only be archived but not deleted.</p>                                                                                                                                                                                                                                                                                                                                                                                                                            | 0.75 |  |  |
| 16 | Device Fingerprinting of the mobile/other similar devices during the registration process must be done.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 | 0.25 |  |  |
| 17 | Disaster Recovery as per NPCI standards and Bank guidelines should be in place.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         | 0.5  |  |  |
| 18 | <p>The disaster recovery drill for the solution should be tested periodically as and when requested by the Bank and as per regulatory compliance.</p> <p><u>Note:</u></p> <ul style="list-style-type: none"> <li>The disaster recovery to be configured with Automation tools (Infrastructure for hosting tools will be provided by the Bank).</li> <li>Infrastructure maintenance and support (Where tools are hosted for automation) to be handled by the Bidder along with integration; however Infrastructure for hosting Automation tools will be provided by the Bank.</li> </ul> | 0.5  |  |  |

|    |                                                                                                                                                                                                                                                                                                                                                                                                          |      |  |  |
|----|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------|--|--|
|    | <ul style="list-style-type: none"> <li>The reports should be made available in the portal (More detailed scope of portal functionality is mentioned later).</li> <li>Bank may or may not decide to provide license for the Disaster recovery automation tool. In case, the license is not provided by the Bank; the same should be managed by the Bidder without additional cost to the Bank.</li> </ul> |      |  |  |
| 19 | Reports pertaining to total uptime, system not responding, should be submitted as and when required by the Bank apart from data availability in portal.                                                                                                                                                                                                                                                  | 0.25 |  |  |
| 20 | The system should have capability for RPO as Zero (No data loss is acceptable) and the RTO is 2 Hour (maximum time within which the system should be made available after the disaster).                                                                                                                                                                                                                 | 2.5  |  |  |
| 21 | The log content should give enough information of a transaction, which includes type of transaction, amount, originated front-end type, IP Address, Mac ID but not limited to above.                                                                                                                                                                                                                     | 0.25 |  |  |
| 22 | <p>The bidder should provide for Web application and support for all major browsers. i.e. Google Chrome, Mozilla Firefox, Safari, Internet Explorer, etc.,</p> <p><u>Note:</u></p> <p>Bank may choose to add more Browsers for support when required.</p>                                                                                                                                                | 0.5  |  |  |
| 23 | <p>The bidder should provide for mobile application and support for all major Mobile operating system. I.e. Android, iOS.</p> <p><u>Note:</u></p> <ul style="list-style-type: none"> <li>Mobile applications (wherever mentioned) should support Android (4.4 and above), iOS (9 and above) and necessary competence testing</li> </ul>                                                                  | 0.5  |  |  |



|    |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      |     |  |  |
|----|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----|--|--|
|    | <p>should be done by the Bidder with no additional cost to the Bank.</p> <ul style="list-style-type: none"> <li>Bank may choose to add more operating systems for support when required.</li> </ul>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  |     |  |  |
| 24 | <p>The overall availability of the application should be 99.99 % calculated on a monthly basis. Scheduled downtimes will be excluded for calculation.</p> <p><u>Note:</u></p> <ul style="list-style-type: none"> <li>The uptime will be calculated for each functionality and based on the impact penalties will be levied. Business loss and reputational loss to the bank will also be levied to the bidder separately (if applicable).</li> <li>Reasons not attributable to the Bidder will not be considered for calculating penalties to Bidder but however consolidated uptime report should be maintained by the Bidder (In portal) and reported to the Bank on a monthly basis and as when requested by the Bank.</li> </ul> | 2.5 |  |  |
| 25 | The Solution should be free from OWASP Top 10 vulnerabilities (Latest version).                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      | 0.5 |  |  |
| 26 | The Bidder should integrate with Proactive Risk monitoring solution of the Bank at no additional cost to the Bank.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   | 0.5 |  |  |
| 27 | The Solution should be free from 'SANS TOP 25 Most Dangerous Software Errors' (Latest version).                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      | 0.5 |  |  |
| 28 | <p>The Infrastructure of Modules/functionalities should be completely segregated at all tiers (Web, App, and DB) along with User access segregation.</p> <p><u>Note:</u></p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         | 2   |  |  |

|    |                                                                                                                                                                                                                                                                                                                                                        |      |  |  |
|----|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------|--|--|
|    | The bidder should clarify with the Bank prior to implementation in case of any queries on segregation.                                                                                                                                                                                                                                                 |      |  |  |
| 29 | <p>The bidder should ensure to report Goods and Service Tax (wherever applicable) for the complete BBPS Module.</p> <p><u>Note:</u></p> <ul style="list-style-type: none"> <li>• Good and Service Tax (GST) reporting should be automated.</li> <li>• All the commissions, transactions, Invoice (If any) has to be accommodated centrally.</li> </ul> | 0.75 |  |  |

### **Onboarding and Integration**

| <b>Sr. No.</b> | <b>Required Functionalities/ Features</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       | <b>Weightage Points</b> | <b>Compliance (Yes/ No)</b> | <b>Supporting Documents (If any)</b> |
|----------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------|-----------------------------|--------------------------------------|
| 1              | <p>The bidder should provide solution for onboarding Agent institutions under Bharat Bill Payment Eco-System. The agent onboarding should be made possible in channels deemed necessary by the Bank.</p> <p>Indicative list of channels are provided from Sr. No. 1 to 7 under 'General' requirements.</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      | 1.5                     |                             |                                      |
| 2              | <p>The solution should be able to integrate with Multiple payment options like</p> <ul style="list-style-type: none"> <li>• Internet Banking of SBI and Others,</li> <li>• Debit Cards,</li> <li>• Credit Cards,</li> <li>• UPI,</li> <li>• Wallets,</li> <li>• Prepaid Cards,</li> <li>• Aadhar Enabled Payment System (AEPS),</li> <li>• Direct Debit to Customer through Authentication from Bank Database,</li> <li>• ATM Debit (In Micro ATM device),</li> <li>• Cash, etc.,</li> </ul> <p>across various SBI channels provided from Sr. No. 1 to 7 under General' requirements. All the payment integrations to be organized in a centralized payment module.</p> <p><u>Note:</u></p> <p>The Payment options and SBI Channels are only indicative and not exhaustive. Solution should also be flexible enough to integrate with 'Integrated Payment Hub' of the Bank.</p> | 1.5                     |                             |                                      |

|   |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   |      |  |  |
|---|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------|--|--|
| 3 | <p>The Bidder should provide a Biller onboarding platform centralized across all SBI Channels with cross platform accessibility.</p> <p>The Bidder should also ensure proper support: Both Business and technical for biller onboarding by liaising with Billers and existing partners of State Bank of India.</p> <p><u>Note:</u></p> <ul style="list-style-type: none"><li>• Bidder should also provide solution to On-board Billers automatically over the portal by Billers themselves (Which includes simulator testing configuration in UAT).</li><li>• The portal should accommodate changes by Biller themselves for both new and existing integrations (Update in Parameter, Account, etc.).</li><li>• Workflows with Bank approval for production movement of new changes/ modification should be part of the above solution.</li></ul> | 1.5  |  |  |
| 4 | <p>The bidder should provide administrative module for each channel to handle operations which is explained later under '<b>Dashboard and Admin Portal</b>' category.</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         | 1.5  |  |  |
| 5 | <p>The solution to onboard billers should not be specific to any particular type like Water bill, electricity. All the bill payment types approved by regulatory body in the BBPS Eco-system should be handled with minimum changes in lowest possible time.</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  | 1.25 |  |  |
| 6 | <p>The solution proposed by biller can also onboard biller for ON-US transactions only in case the biller is not onboard with BBPS Eco-System.</p> <p>In that case, the systems catering to those type of biller should be separate and kept in isolation from BBPS Billers.</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  | 1.25 |  |  |

|   |                                                                                                                                                                                                   |     |  |  |
|---|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----|--|--|
| 7 | <p>Bidder should provide onsite support to the Biller being on boarded with SBI when requested by SBI.</p> <p><u>Note:</u></p> <p>No additional cost will be paid by the Bank in this regard.</p> | 1.5 |  |  |
|---|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----|--|--|

**Co-ordination, Support and Project Management**

| Sr. No. | Required Functionalities/ Features                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 | Weightage Points | Compliance (Yes/ No) | Supporting Documents (If any) |
|---------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------|----------------------|-------------------------------|
| 1       | <p>The Bidder should manage the Bharat Bill Payment Solution by liaising with existing technical partners of various channels, billers/sub-billers, agent institutions for implementation, integration, maintenance, support, reconciliation, settlement, Complaint management system/Dispute management system, etc., for ensuring proper functioning of application without compromising on reputation of the State Bank of India.</p> <p><u>Note:</u></p> <p>SPOC has to be allocated for Overall delivery, Channel wise, Operations, Development, etc., and communicated to the Bank on a Quarterly basis.</p> | 2.5              |                      |                               |
| 2       | <p>The bidder should make sure that the implementation, development, maintenance and support team is comfortable in English for communication purposes.</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                        | 0.5              |                      |                               |
| 3       | <p>The bidder should collate the feedback from end customers and submit the analysis on a weekly/monthly basis or when deemed necessary by the Bank.</p> <p><u>Note:</u></p> <p>Proper feedback mechanisms should be developed to capture customer inputs.</p>                                                                                                                                                                                                                                                                                                                                                     | 1.25             |                      |                               |
| 4       | <p>The solution to accommodate data categorization for customer relationship</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   | 1.25             |                      |                               |

|   |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |      |  |  |
|---|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------|--|--|
|   | <p>management and Biller relationship management.</p> <p><u>Note:</u></p> <ul style="list-style-type: none"> <li>• Bidder to define categorization of Customer and Biller Tier profiling based on the volume, value of transactions, etc., on an ongoing basis in discussion with the Bank.</li> <li>• Bidder to define work flows for relationship management based on the tier, priority and impact.</li> <li>• The solution should also accommodate to integrate with Customer Relationship management solution (CRM) solution of the Bank through web services.</li> </ul> |      |  |  |
| 5 | <p>The bidder should provide User manuals with following categories:</p> <ul style="list-style-type: none"> <li>• End User,</li> <li>• Channel Management for Channels,</li> <li>• Payment option Management for Channels,</li> <li>• Reconciliation and Settlement,</li> <li>• CMS/DMS and</li> <li>• Biller Onboarding and Issues for Billers.</li> </ul> <p><u>Note:</u></p> <p>Consolidate all the above manuals into one for consolidated User Manual.</p>                                                                                                                | 1.25 |  |  |
| 6 | <p>The bidder should provide for FAQ Module for all channels, payment options and billers clarifying the major queries.</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                    | 0.5  |  |  |
| 7 | <p>The application to have breadcrumb navigation to educate user about different functionalities on a page. The breadcrumb should be automatically disabled once the user clicks a suitable button (Example: Got It).</p>                                                                                                                                                                                                                                                                                                                                                      | 0.5  |  |  |

|    |                                                                                                                                                                                                                                                                                                                                                                                                                                    |      |  |  |
|----|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------|--|--|
|    |                                                                                                                                                                                                                                                                                                                                                                                                                                    |      |  |  |
| 8  | <p>The bidder should also manage application handle for the application in Play store, App Store, etc.,</p> <p><u>Note:</u></p> <p>The response/customized acknowledgement to the customer to be managed as per the timelines defined by the Bank.</p>                                                                                                                                                                             | 0.5  |  |  |
| 9  | <p>Workshops/sessions to be conducted across channels/Billers/Sub-Billers/Agents as and when required by the Bank.</p>                                                                                                                                                                                                                                                                                                             | 0.5  |  |  |
| 10 | <p>The solution should be able to handle ON-US transactions (BBPS Eco-System) internally and report the data to NPCI, Biller and other partners deemed necessary by the Bank.</p> <p><u>Note:</u></p> <p>The reporting may differ from entity to entity and so the details also differ from simple count of transactions to complete details of transaction.</p>                                                                   | 1.25 |  |  |
| 11 | <p>All activities/ tasks/ complaints/ change request/ projects to be logged in a Tool and the same should be accessible for the Bank to review at any point of time. End to end flow of the Tool including workflow customizations to be developed by the Bidder.</p> <p><u>Note:</u></p> <p>Bank will not incur any additional cost for the same but Bank will provide Infrastructure for hosting if requested by the Bidder.</p> | 2.5  |  |  |



**Reconciliation, Settlement, Complaint and Dispute Management**

| Sr. No. | Required Functionalities/ Features                                                                                                                                                                                                                                                                                                                                                                                                                                                           | Weightage Points | Compliance (Yes/ No) | Supporting Documents (If any) |
|---------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------|----------------------|-------------------------------|
| 1       | <p>The Bidder should provide a centralized reconciliation application to reconcile</p> <ul style="list-style-type: none"><li>• Multiple channels,</li><li>• Multiple payment options and</li><li>• Multiple billers.</li></ul> <p>The solution should be centralized, parameterized (Without hardcoding) and scalable horizontally.</p> <p><u>Note:</u></p> <p>The reconciliation and settlement of all transactions should be completed within T+1 where 'T' being the transaction day.</p> | 2.5              |                      |                               |
| 2       | <p>The Centralized repository requested in Sr. No. 1 (mentioned above) containing the NPCI/Channel/Biller reconciliation data should be provided with a User Interface with proper access management to multiple stakeholders.</p>                                                                                                                                                                                                                                                           | 1.25             |                      |                               |
| 3       | <p>The proposed solution to provide a reconciliation module for carrying out reconciliation between Bank CBS, BBPS solution, NPCI transaction reports and generate a complete list of transactions with status.</p> <p><u>Note:</u></p> <p>The exact scope may modify/add the Base files mentioned for reconciliation purposes.</p>                                                                                                                                                          | 0.5              |                      |                               |
| 4       | <p>Reconciliation of commission to be managed by the Bidder.</p>                                                                                                                                                                                                                                                                                                                                                                                                                             | 0.5              |                      |                               |

|   |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              |      |  |  |
|---|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------|--|--|
|   |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              |      |  |  |
| 5 | <p>The bidder is required to generate complete reconciliation and settlement file for each day or as directed by the Bank.</p> <p><u>Note:</u></p> <p>End to End Reconciliations of all the channels/Billers/Agents to be managed by the selected bidder.</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                | 0.75 |  |  |
| 6 | <p>As a day-to-day process, the reconciliation processes should recon the data and generate the net settlement amount that has to be paid to/by the bank.</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                | 0.5  |  |  |
| 7 | <p>The Bidder should track, manage and store all the complaints lodged in CANVAS through automated ticket handling within SLA's defined by NPCI, Biller and Bank. The Bidder should also keep track of all the complaints and status in a centralized repository.</p> <p><u>Note:</u></p> <ul style="list-style-type: none"> <li>CANVAS is the Centralized data management portal developed and hosted by NPCI for BBPS Ecosystem and SLA for Bank's resolution will be tagged in the same. Any further customization in SLA will be updated by the Bank from time to time.</li> <li>Any other SLA terms (Where complaints are not part of CANVAS) will be defined by the Bank from time to time.</li> </ul> | 1.5  |  |  |
| 8 | <p>The bidder should able to provide assistance in regional languages for CMS/DMS in future dates.</p> <p><u>Note:</u></p> <p>The support for regional languages will be intimated by the Bank, 2 months in prior when required.</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                         | 1.25 |  |  |

|    |                                                                                                                                                                                                                                                                                                                             |      |  |  |
|----|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------|--|--|
|    |                                                                                                                                                                                                                                                                                                                             |      |  |  |
| 9  | <p>The bidder should build a simple satisfactory survey (To know customer/Biller/Agent satisfaction) for CMS/DMS and report the same to the bank on weekly/monthly basis.</p> <p><u>Note:</u></p> <p>The feedback mechanism also to be provided below the complaint status of customers with simple one click approach.</p> | 0.5  |  |  |
| 10 | <p>The solution should also be able to provide complaint history for customers as well as CMS/DMS team.</p>                                                                                                                                                                                                                 | 0.75 |  |  |

**Dashboard and Admin Portal**

| Sr. No. | Required Functionalities/ Features                                                                                                                                                                                                                                                                               | Weightage Points | Compliance (Yes/ No) | Supporting Documents (If any) |
|---------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------|----------------------|-------------------------------|
| 1       | The bidder should provide for separate User interface for all Billers/Agents/channels to handle complaints, reconciliation, settlement, Upload Bill Presentment file (Offline Billers), Download Bill Payment details (Offline Billers) etc.,<br><br><u>Note:</u><br><br>The list of features is not exhaustive. | 2.5              |                      |                               |
| 2       | The Administrative Portal should have super users who should have the facility to create sub-administrators/users in bulk or as a single record.                                                                                                                                                                 | 1.25             |                      |                               |
| 3       | The administrative portal should have various sub-modules and sub-users.<br><br><u>Note:</u><br><br>Based on the User roles only functionalities to be enabled.                                                                                                                                                  | 0.5              |                      |                               |
| 4       | The super user should have the facility to view the login activities of each of the above mentioned sub-users.                                                                                                                                                                                                   | 0.25             |                      |                               |
| 5       | Suitable mechanism should be framed and designed to facilitate the password reset of the various sub-users with suitable authentication without any manual intervention.                                                                                                                                         | 0.5              |                      |                               |
| 6       | The solution should be able to generate ad hoc reports.                                                                                                                                                                                                                                                          | 0.5              |                      |                               |

|    |                                                                                                                                                                                                                                                                                                                                                                                                              |      |  |  |
|----|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------|--|--|
| 7  | All administrative activities should be logged with proper audit trail.                                                                                                                                                                                                                                                                                                                                      | 0.25 |  |  |
| 8  | The administrative portal should have options of shortcuts.                                                                                                                                                                                                                                                                                                                                                  | 0.5  |  |  |
| 9  | <p>The portal should have the following functionalities,</p> <ul style="list-style-type: none"><li>• Block Customer, Sub-Admin,</li><li>• Campaign management and</li><li>• Monitoring of transactions at each level.</li></ul> <p><u>Note:</u></p> <p>The above list is only indicative and not exhaustive. The duration of the reports may be daily, weekly, monthly or whenever required by the bank.</p> | 2.5  |  |  |
| 10 | <p>The portal should also be able to provide,</p> <ul style="list-style-type: none"><li>• Daily summary,</li><li>• Uptime (Daily reports),</li><li>• Downtime alerts,</li><li>• Biller wise reports, etc.</li></ul> <p><u>Note:</u></p> <p>The above list is only indicative and not exhaustive. The duration of the reports may be daily, weekly, monthly or whenever required by the bank.</p>             | 2.5  |  |  |
| 11 | <p>The facility to download reports should be made available in .txt, .pdf, .csv, .xls formats or any other format requested by Biller/customer or Bank</p> <p><u>Note:</u></p> <p>All files and data to support encryption, hashing as per Bank's requirement.</p>                                                                                                                                          | 1.25 |  |  |

The compliance to Technical & Functional Specifications will be considered for Technical evaluation of the bids.

Signature and Seal of Company

**Annexure-D**

**Bidder Details**

Details of the Bidder

| S. No. | Particulars                                                                                                                                                                                                                                                        | Details |
|--------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------|
| 1.     | Name                                                                                                                                                                                                                                                               |         |
| 2.     | Date of Incorporation and / or commencement of business                                                                                                                                                                                                            |         |
| 3.     | Certificate of incorporation                                                                                                                                                                                                                                       |         |
| 4.     | Brief description of the Bidder including details of its main line of business                                                                                                                                                                                     |         |
| 5.     | Company website URL                                                                                                                                                                                                                                                |         |
| 6.     | Particulars of the Authorized Signatory of the Bidder <ul style="list-style-type: none"><li>a. Name</li><li>b. Designation</li><li>c. Address</li><li>d. Phone Number (Landline)</li><li>e. Mobile Number</li><li>f. Fax Number</li><li>g. Email Address</li></ul> |         |
|        |                                                                                                                                                                                                                                                                    |         |

Signature and Seal of Company

## Annexure-E

### Broad scope of work

To sustain the future growth of SBI in Bharat Bill Payment System ecosystem, State Bank of India invites service providers to offer their solution and support for Bharat Bill Payment System application implementation in the Bank. Scope of activities mentioned here are related to both Customer Operating Unit (COU) and Biller Operating Unit (BOU) activities of Bharat Bill Payment Eco-System; however Bank at its discretion may restrict/enhance the scope of work, if required. All the application functionalities mentioned here are to be hosted in SBI premises unless specified otherwise. Along with the scope mentioned below, the Bidder should perform duties deemed necessary by the Bank during the contract period.

**Period of Contract** – 5 years.

**The below scope is only indicative, but not limited to. Bank's decision on the scope of engagement will be final and will be binding on the bidder.**

On a higher note, the scope will consists of the following activities,

- Customer Operating Unit (Management),
- Biller Operating Unit (Management),
- NPCI Certification,
- Reconciliation and Settlement,
- CMS/DMS handling,
- Multiple-channel integration,
- Integration with multiple payment channels,
- Biller onboarding and management,
- Goods and Service Tax (GST) reporting,
- Monitoring dashboard and Admin Portal, etc.,

### **Customer Operating Unit (COU) and Biller Operating Unit (BOU)**

The bidder has to provide complete module to onboard State Bank of India as Biller Operating Unit (BOU) and Customer Operating Unit (COU) in Bharat Bill Payment Ecosystem as per NPCI/RBI guidelines along with Bank's customizations. Herein after, the module mentioned above will be referred as '**BBPS Module**' in the document for convenience purposes; but in otherwise this doesn't change the scope of work/definition of the term.

- The complete BBPS module has to be hosted by bidder in SBI premises,



- Complete API documentation of services exposed (Segregated functionality wise) should be made available to the Bank for reference,
- The bidder will integrate with Bank gateway for sending SMS and E-mail with no additional cost to the Bank,
- The bidder will integrate with Payment gateway of Bank's choice with no additional cost to the Bank,
- The BBPS Operating Unit certification (Both BOU and COU) to be done by the bidder with no additional cost to the Bank,
- The bidder should provide dedicated Biller/Sub-Biller/Agent management portal,
- The bidder should provide support 24\*7 basis for all the activities,
- The bidder should use only licensed products,
- The complete Audit trails of the transaction or any process as part of this engagement should be maintained by bidder without any deletion of data,
- The Bidder should comply with all NPCI/RBI policies/guidelines or other Indian statutory policies/guidelines from time to time,
- The bidder should comply with security guidelines of the bank from time to time,
- The changes requested by the Bank can be even cosmetic and same shouldn't be neglected by the bidder at any cost,
- Any information or MIS report requested by the bank should be provided by the bidder during the course of the contract in proposed format by the Bank.

The bidder should provide portal with access to

- Transaction details (With varying User roles),
- Raw reconciliation and settlement reports (Provided by NPCI),
- Reconciliation data (Segregated Biller/Sub-Biller/Agent) channel wise,
- All complaints assigned in CANVAS to be managed by the bidder on behalf of the Bank (If desired by the bank) ,
- All complaints data registered or assigned in CANVAS or through any other complaint management portal pertaining to the solution delivered as part of the agreement to be tracked, stored and made available in the portal for SBI Complaint Management/Dispute Management team,
- Complaints registered by Biller, Sub-Biller, Agent, etc., should also be logged and made available in the proposed portal,
- Application Infrastructure dashboard containing all the downtimes, incidents, availability details of Biller/Sub-Billers or channels, etc.,
- Goods and Service Tax (GST) reports (As per Bank defined format) should be made available in the portal,
- Bifurcated/customized reports for COU and BOU as per the requirements of the Bank,
- All the details hosted in the portal should be able to sorted, searched with various filters and
- User management of the portal (User creation and other functionalities to be automated).

The bidder will indemnify Bank from any issues arising out of the 'BBPS Module': it may be in case of Uptime, settlement issues, reputational loss, business loss, etc., The Bank's decision will be final and binding on the Bidder in case of any discrepancy in scope of engagement, activities, etc. Wherever required, Bank will decide to develop/change/remove the application functionality as per the discretion of the bank.

Note:

Intellectual property rights of the code delivered as part of this engagement will be of the bank.

**General requirements and Security Compliance**

- The solution should be channel agnostic, platform independent and horizontally scalable as per requirements of the bank,
- Complete architecture, Data Flow Diagram, Use Case Diagram, Data dictionary etc., of the application, infrastructure should be made available to the Bank.
- Source code of all the changes/ functionalities should be maintained in the code repository of the Bank (Code repository infrastructure should also be managed by the Bidder),
- The User experience and User data should be same across all the channels of SBI,
- Solutions should be customized as per Bank's guidelines and there should not be any impersonation of other Bank's design,
- The solution should be designed in a way to keep focus on primary task of each screen,
- The solution should recover automatically from network failures, abrupt shutdowns, etc,
- The solution should have its own security system so that it does not process any non-genuine requests,
- The bidder should analyze and report fraudulent transactions to the Bank immediately without any delays,
- The UI guidelines of NPCI should be followed in all cases along with providing better look and feel to customers,
- Audit logs and application logs should be retained as per NPCI standards and Bank customizations (wherever required),
- Ability to search logs through UI to be provided for specific users of Bank to deal with specific cases (Functionality similar to HP ArcSight for log management),
- Solution should have data normalization and indexing to optimize utilization,

- The data reporting should be as per the policies/requirements of the bank and regulatory authorities,
- Workflows to be automated for handling complaints related to internal issues/billers,
- The solution should be capable of integrating with payment through cheques once the integration of the same is approved by RBI/ regulatory authorities,
- The solution should preferably use Oracle 12c or above in the Database tier,
- The solution should preferably have Middleware tiers of IBM or Oracle,
- The solution should be capable to configure with cluster approach,
- Any change done in the solution should invariably reflect in all channels seamlessly unless not desired by the Bank,
- The solution should be parameterized to restrict or allow channels with appropriate authentication,
- The solution should be reusable by all the various channels without needing separate application requiring separate customization. I.e. Modular,
- Bidder to develop services to integrate with handheld devices (Mobile, IWB255, etc.),
- Bidder to Support ISO 8583 Message standard formats as per the payment industry for relevant integrations,
- Portal (If any), which accepts Card Number and PIN should be PCI-DSS compliant,
- Solution should integrate all services through Central Integration Layer of the Bank and the solution should be reusable in a modular way by the Bank for any other services,
- The Solution should have provision to capture Customer declined transactions,
- Success percentage (Calculated excluding Customer declined transactions) of the solution (With segregation of Channels, Agents, Payment modes, Billers. Etc.,) to be reported to the Bank on a monthly basis in an automated manner,
- Bidder shall define roles and responsibilities of its resources (Who are billed by the Bank directly/indirectly) at the time of onboarding and as and when required by the Bank,
- Bidder shall send daily activity report of its resources (Who are billed by the Bank directly/indirectly).

**User Interface/User Experience:**

- The UI/UX should be as per Banks Branding guidelines and bidder should keep upgrading the user interface as per Bank's guidelines,
- The front end developed should have the option of providing the end users with choice of language (English and Hindi should be available from beginning and other languages later on).

Exception: Admin Portal/Portal developed for Bank's internal process may not support other languages apart from English.

### **NPCI Certification**

- The bidder will develop solutions in line with NPCI and RBI guidelines/standards from time to time along with Bank customizations wherever required and from time to time,
- The bidder will do the necessary deployment, integration and testing pertaining to the certification requirements of the Bank as mentioned earlier,
- The bidder should ensure the requirements of the bank are met from time to time along with complying with all the regulatory and statutory guidelines in India,
- Proper dashboards, reports for all channels, payment modes, Billers/sub-Billers, Agents, etc., should be customized as per the requirements of the Bank,
- Solution should support integration with Bank's Centralized communication platform/proxy to communicate with NPCI and architecture of the implementation will be decided by the Bank. Bank may also choose to integrate with NPCI without Centralized communication platform/proxy in which case end to end solution will be built and maintained by the bidder.

#### **Reference for Guidelines:**

- <https://www.npci.org.in/bbps-circular>
- <https://www.npci.org.in/procedural-guidelines/bharat-billpay-procedural-guidelines>
- <https://www.npci.org.in/bharat-billpay-notified-documents>

The above reference are only indicative and not exhaustive.

### **Reconciliation and Settlement**

- The Bidder should provide centralized reconciliation and settlement application which should be parameterized and not hardcoded to handle multiple channels reconciliation and settlement,
- The Bidder should also handle reconciliation and settlement of multiple payment modes (Integrated with multiple channels) to settle with RBI, Agent, etc.,
- Reconciliation and settlement process will be finalized by the bidder in discussion with Bank's reconciliation team; Bank reserves the right to change the process at any time and respective application changes to be done by the bidder,
- All reconciled data should be made available in a portal to multiple channels, Billers/Sub-Billers, Agents, etc., with proper access control,

- As a backup, all reconciliation and settlement reports should be available in Secure File Transfer Protocol (SFTP) and the same SFTP solution is to be provided by the Bidder,
- All the concrete refunds should be refunded or reversed online after getting failure response from NPCI/Concerned system (In case of ON-US),
- All the Channels, Agents, Billers should be provided with API for online refunds or Integrated with their concerned refund interface (Which may be API or File based). System should capable of refunding all the transaction using these APIs/Interface and there should not be any manual intervention for processing refunds,
- Dashboard should also be configured to provide all type of MIS which will be required by Recon team as per need basis.

Note: The functionalities mentioned here are only indicative and not exhaustive.

#### **Complaint Management System (CMS)/Dispute Management System (DMS) Handling**

- Complaints of all channels, Billers, Agents, etc., to be managed by the bidder,
- The complaint handling should be within NPCI defined timelines and Bank guidelines from time to time,
- The complaint data statistics should be reported on a daily basis or when requested by the Bank,
- The transition of a complaint to a defect and fixing of the same should be captured automatically in the tool/workflow (Functionality to be developed by the Bidder) and status of the same should be available to Bank on an ongoing basis,
- All complaint assigned by NPCI (Either manually or through CANVAS) should be stored, tracked with Audit trail and the same data should be retained without any data loss,
- All complaints report (Both Customers and Biller Complaints) is to be made available to the Bank on daily basis.

Note: The functionalities mentioned here are only indicative and not exhaustive.

#### **Multiple Channels integration**

The following channels are expected to be integrated in BBPS platform. Bidders should provide View & Pay, Fetch, Standing Instructions options in channels decided by the Bank.

- Retail Internet Banking,
- Corporate Internet Banking,
- Mobile Banking – SB Anywhere Personal,

- Mobile Banking – SB Anywhere Saral,
- Mobile Banking – SB Anywhere Corporate,
- BHIM SBI Pay,
- YONO,
- BC Channel ,
- Regional Rural Banks,
- Bank Branches,
- Kiosk,
- ATM, etc.,

Bank is also exploring possibilities to expand the scope to Internet of things (IOT) devices and complete support for the same is also expected from the bidder. The channels are only indicative.

Bank has the sole discretion to add/remove channels from the above mentioned list.

### **Integration with Multiple Payment modes**

The bidder should be able to integrate multiple payment channels in the above mentioned channels. The Payment channels can be as below,

- Internet Banking of SBI and Others,
- Debit Cards,
- Credit Cards,
- UPI,
- Wallets,
- Prepaid Cards,
- Aadhar Enabled Payment System (AEPS),
- Direct Debit to Customer through Authentication from Bank Database,
- ATM Debit (In Micro ATM device),
- Cash, etc.,

The above list is not exhaustive.

**Note:** Bidder to develop centralized payment module to enable payment options for multiple channels in click of a button. All payment modes should be integrated in a 'Centralized payment integration module' which is to be channel agnostic and the same should be reusable by the Bank for any other services. 'Centralized payment integration module' may be integrated with the Integrated Payment Hub of the Bank, if the Bank so desires.

### **Biller onboarding and management**

- The Bidder should develop API/Web services to integrate with Billers and the Billers should also be integrated with NPCI as per NPCI guidelines,

- The Bidder should develop Biller onboarding interface to manage all technical configuration of billers,
- The Bidder should develop Biller management portal to manage Biller onboarding, complaints, reconciliation, settlement, MIS, technical configuration etc.,
- The Bidder should be able to provide simulated testing environment for Biller and as well as SBI-COU for ON-US transactions,
- Performance testing (Along with Load Benchmarking) for billers to be done during onboarding and when requested by the Bank; and reports to be submitted to be Bank,
- The Bidder should provide onsite support to the Biller being on boarded with SBI when requested by SBI and no additional cost will be paid in this regard,
- Solution should support integration with Bank's Centralized communication platform/proxy to communicate with Billers and architecture of the implementation will be decided by the Bank. Bank may also choose to integrate with Billers without Centralized communication platform/proxy in which case end to end solution will be built and maintained by the bidder.

Note:

The Bidder should also provide option to onboard Billers without onboarding on Bharat Bill Payment System platform if requested by the Biller/Bank. In the same case,

- The bidder will continue to support all the activities of integration of biller in similar cases as that of Bharat Bill Payment System on boarded Billers,
- Also, bidder should completely bifurcate transaction flow, reports, reconciliation, settlement, CMS/DMS as requested by the Bank,
- Any other customization requested for the billers should also be facilitated by the Bidder.

**Monitoring Dashboard and Admin Portal**

- Monitoring dashboard for application/billers/channels to be provided,
- Admin portal should be able to create multiple sub admins,
- Separate portal for Biller management and Biller upload and download as mentioned earlier to be provided,
- Refer 'Customer Operating Unit (COU) and Biller Operating Unit (BOU)' section for more details related to Admin portal functionalities.

**Support**

- The bidder should be able to provide support on 24\*7 basis throughout the year,
- Periodical reports to be submitted on the performance of the application,



- The bidder should report the list of activities on a daily basis and as and when requested by the Bank,
- Bidder should establish proper Business continuity plans as per NPCI guidelines and Bank's recommendations,
- Bidder support staff should be well trained to effectively handle queries raised by the Bank customer / employees etc.,
- Bidder should change or train the resources when requested by the Bank and Bank's decision will be final in this regard,
- Bidder should have staff trained well enough to provide MIS/data as and when required by the Bank,
- Escalation process should be in place for unresolved issues,
- The team should be properly structured and process should be invariably documented for all activities,
- All Process documents should be submitted/updated to the Bank at least once every Quarter and as and when requested by the Bank,
- No extra costs by way of any out of pocket expenses, including travel, boarding and lodging etc. will be payable by the Bank.

### **Infrastructure**

- The Infrastructure for hosting all the functionalities will be provided by the Bank.
- The Bidder should maintain the complete end to end infrastructure of the application which includes Development, SIT, UAT, Pre-Production and production environments of the solution being delivered along with concerned disaster recovery. All environments to be integrated with DevOps tools (No additional cost will be incurred by the Bank). If desired by the Bank, the same should be integrated with Bank's DevOps tools.
- Simulated environments for Biller Operating Unit also to be managed alongside,
- Test data creation and coordinating for the test regions is responsibility of the Bidder,
- The application functionality (Including API availability, Integration availability, etc.,) along with Infrastructure should be monitored 24\*7 basis with automated tools (To be developed by the bidder),
- The bidder should maintain 99.99% uptime on a monthly basis for all systems/application functionalities,
- The system should be flexible enough to handle 250 transactions per second (tps) initially (Both for BOU and COU Modules),
- Application should be further scalable to any tps after providing additional hardware by the bank.
- Capacity planning of the Infrastructure to be managed by the Bidder every Quarter with the capacity to handle transaction volumes for upcoming 24 months,
- The bidder will coordinate and liaise with necessary partners/third party wherever required for proper functioning of application.



Note:

**Definition of Transaction per second (tps):**

**Below definitions of transaction per second will be used for referring transactions per second (tps) throughout the RFP/contract period and in case of any discrepancies with other terminologies, below definitions will prevail.**

**Definition of Transaction per Second (COU):**

Every request to BBPS Module from customer and back to customer device is considered as one transaction. All intermediary hops, time-outs and session lengths to be optimized by the Bidder.

**Definition of Transaction per Second (BOU: ON-US):**

Every request to BBPS Module from customer and back to customer device is considered as one transaction. All intermediary hops, time-outs and session lengths to be optimized by the Bidder.

**Definition of Transaction per Second (BOU: OFF-US/ Others):**

Every request to BBPS Module from NPCI/Source systems and back to NPCI/Source Systems is considered as one transaction. All intermediary hops, time-outs and session lengths to be optimized by the Bidder.

- In case of asynchronous requests, intended functionality requested from Customer/NPCI/Source Systems to BBPS Module will be considered as one transaction.

**Compliance**

- The bidder should adhere to NPCI and RBI guidelines from time to time,
- The UI guidelines should be as per NPCI standards (minimum), Bank's guidelines and should be customer friendly and attractive,
- Bidder should do proper benchmarking tests on a Quarterly basis for all Billers, Agents, Channels, etc., and submit the reports to the Bank,
- Audit trails should be captured and monitored on a periodic basis and any discrepancy to be reported to the Bank immediately,
- Any policies/recommendations from the Bank should be implemented.

**The functional/technical specification (Annexure: 'C') also provides details on scope of work which is complementary to Broad scope of Work provided above.**

### **Project Implementation Plan**

1. Project implementation timelines for the Milestones identified should be defined by the Bidder and same should also adhere to the maximum timelines defined by the Bank (Refer Project implementation plan: 'Part-'A' under Annexure: 'E' for more details),
2. Proposed Software pre-requisites incorporating all the technology stack to be provided by the Bidder ,  
Whereas pre-requisites from Bank to be considered (Refer Project implementation plan: 'Part-'B' under Annexure: 'E' for more details),
3. The Project implementation plan should have specific Hardware pre-requisites (Refer Project implementation plan: 'Part-'C' under Annexure: 'E' for Format details), considering the below specifications - applicable only for initiation.
  - Initial Peak capacity for First Quarter: 250 transaction per second (tps) for COU and 250 transaction per second (tps) for BOU.
4. Proposed High level Modular architecture incorporating Data Flow, Control Flow and Use- case diagrams, etc.,
5. Any envisaged dependencies should be highlighted in the Project implementation plan along with RAID and RACI matrices.

#### **Note:**

- Bank may finalize the Technology stack based on the Security aspects and other internal clearance. Bidder may need to resubmit the Project implementation plan if mandated by the Bank on any grounds within timelines defined by the Bank.
- Definition of Transaction per second is defined in Annexure: 'E' under Infrastructure section.
- Initial scaling conditions is only provided by the bank; Subsequent capacity planning is to be managed by Bidder as and when required based on Application growth.
- Considering the involvement of Multiple Channels/ units; the architecture should be as modular as possible.
- All functionalities should be optimized to use resources lightly. Bank may decide the final architecture before implementation after commercial bids are finalized.

**Part – A**

Project Milestones

| Phases  | Important Milestones/ Viable Product desired by the Bank                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             | Tentative Timelines<br><To be filled by Bidder> |
|---------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------|
| Phase-I | <ol style="list-style-type: none"> <li>1. BBPS Module – Customer Operating Unit (COU),</li> <li>2. BBPS Module – Biller Operating Unit (BOU) for ON-US and OFF-US,</li> <li>3. BBPS integration with Channels:<br/>Internet Banking (Retail and Corporate), Mobile Banking (YONO, BHIM SBI Pay, YONO Lite/SB Anywhere, SB Anywhere Saral, SB Anywhere Corporate), Kiosk (Inclusive of Portal and Mobile application for Agents),</li> <li>4. <u>Payment Channel Integration:</u><br/>Internet banking/ Multi-Option Payment System of the Bank, SBI ePay, SBI PG, NEFT/RTGS, UPI, Aadhar enabled Payment System (AEPS) ,Direct Debit to Customer from Bank Database (For Kiosk Customers), ATM/POS (In Handheld device), Integration with Integrated Payment Hub (IPH) of the Bank,</li> <li>5. SMS Gateway Integration,</li> <li>6. Mail Gateway Integration,</li> <li>7. Registration, Standing Instructions and Presentment (For both registered and non-registered customers),</li> <li>8. Goods and Service Tax (GST) reporting Module,</li> <li>9. Reconciliation and Settlement Module (Modular to</li> </ol> |                                                 |

|          |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |  |
|----------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--|
|          | <p>accommodate future channels and payment),</p> <p>10. CANVAS integration with Tools/Complaint Management portal,</p> <p>11. Environment readiness : Development, SIT, UAT, Pre-Production and production environments along with Disaster recovery site (Includes Hardening of OS, Middleware Tier and Database Tier as per Bank's Secure configuration guidelines),</p> <p>12. Admin portal (Incorporating all functionality and workflow for Bank's approval),</p> <p>13. Biller onboarding Modules,</p> <p>14. User Manuals,</p> <p>15. Frequently Asked Question (FAQ) Module,</p> <p>16. Customer/Biller Relationship categorization module,</p> <p>17. Feedback and satisfaction survey Modules,</p> <p>18. File transfer/Management Module,</p> <p>19. User Interface/ User Experience (UI/UX) Module,</p> <p>20. Automated Code, Build and Release Management (DevOPS),</p> <p>21. Biller Onboarding (Making First Biller Live).</p> |  |
| Phase-II | <p>1. <u>BBPS integration with Channels:</u><br/>ATM, Regional Rural Banks (Inclusive of Portal and Mobile application), Branch Banking, Smart Watches (watchOS, Android Wear/ Android, Tizen),</p> <p>2. <u>Payment Channel Integration:</u><br/>Wallets, Prepaid Cards, Cash,</p> <p>3. Simulated Biller Environment Modules (For testing and</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            |  |

|  |                                                                                                                                                                                                                                                                                        |  |
|--|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--|
|  | <p>benchmarking) along with test data creation,</p> <p>4. Customer Relationship Management (CRM) Integration,</p> <p>5. Proactive Risk Monitoring (PRM) Integration,</p> <p>6. All other smaller modules/ Functionalities mentioned as part of the Annexure: 'C' and Annexure: 'E'</p> |  |
|--|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--|

**Note:**

- Maximum timelines for completion of Phase-I is 6 months from the date of Issuance of PO. All other turnaround times/ dependency should be factored within the period of 6 months.
- Maximum timelines for completion of Phase-II is 3 months from the date of Bank's formal communication or 3 months from the date of production movement of Phase-I, whichever is earlier. All other turnaround times/ dependency should be factored within the period of 3 months.
- Implementation cost (To be Quoted in Annexure: 'F') should factor both Phases I and II implementation mentioned above.
- All modules should qualify Bidder and Bank testing processes along with NPCI certification (wherever required) before Go-live.
- Test processes should include all functional and Non-functional testing.
- All payment channels should be integrated as per the scope, however Bank may choose to disable certain channels based on the Business need.
- Channels integrations mentioned above also include migration of existing Bill payment solutions of the Bank to BBPS. Existing integrations should be integrated with BBPS in a unified flow for the end consumer. i.e. Integrated UI/UX for BBPS and Non-BBPS Billers of the Bank.
- Bidder should also complete pre-requisites for PCI-DSS certification wherever required.
- First Biller onboarding should be completed within 1 month of Bank intimation (Bank will intimate only post BOU certification).
- National Payment Corporation of India (NPCI) and Biller Inward/Outward Communication Module should be build modular by segregating from other Base modules.
- Wherever tools are required, it is understood that Bidder would bear the cost. Wherever tools are not available (Decided by the Bank), Bidder has to develop tools/workflows without additional cost to the Bank.

**Part- B**

Pre- requisites from the Bank

| <b>S.<br/>No.</b> | <b>Technology Stack to be Used</b> | <b>Tier/ Layer</b>           |
|-------------------|------------------------------------|------------------------------|
| 1                 | RHEL                               | OS                           |
| 2                 | IBM/ Oracle Middleware             | Web and Application<br>Layer |
| 3                 | Oracle RAC                         | Database                     |

Note:

- Licenses for all the above Technology stack will be provided by the Bank.
- It is mandatory to use the above mentioned Technology stack for implementation in Bank.

**Part- C**Format for Submission of Hardware requirements

| Hardware Requirements <To be filled by Bidder> |                   |                 |                     |                                                        |
|------------------------------------------------|-------------------|-----------------|---------------------|--------------------------------------------------------|
| Tier (Web/<br>Application/<br>Database)        | Required<br>vCPUs | Required<br>RAM | Required<br>Storage | Number of<br>servers<br>required with<br>configuration |
|                                                |                   |                 |                     |                                                        |
|                                                |                   |                 |                     |                                                        |
|                                                |                   |                 |                     |                                                        |
|                                                |                   |                 |                     |                                                        |
|                                                |                   |                 |                     |                                                        |
|                                                |                   |                 |                     |                                                        |

Note:

1. Maximum vCPUs per server is 8 cores for Middleware Tier,
2. Maximum vCPUs per server is 12 cores for Database Tier,
3. Maximum RAM per server is 12 GB for Middleware Tier,
4. Maximum RAM per server is 16 GB for Database Tier,
5. Above Provisioning limits (Sr.No. 1 to 4) are recommendations from the Bank, any provisioning above the prescribed recommendations may or may not be approved on a case to case basis after Internal reviews,
6. Storage provisions should utilize 10-30% of space allocated approximately,
7. Maximum threshold for Storage utilization is 60% and beyond that additional storage provisions to be upgraded by the bidder with proper capacity planning.
8. Number of Load Balancers required along with expected number of hits in each Load Balancer should be mentioned in a separate table by Bidder.
9. Requirements should be supported by Benchmark data.



## Annexure-F

## Indicative Commercial Bid

## Part - I

The indicative commercial Bid needs to contain the information listed hereunder in a sealed envelope bearing the identification – “**Indicative Commercial Bid for Procurement of Solution and Services for Bharat Bill Payment System (BBPS) Implementation**”. Only technically qualified Bidders will be eligible for commercial bidding.

**Name of the Bidder:**

| Sr. No. | Items                                                                                                                                                                                                                                                                    | Cost<br><To be filled by Bidder>                                                                                                              |
|---------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------|
| 1       | One Time Implementation Cost - For both COU & BOU<br><br>(Including perpetual Licensing cost of the complete solution, certificate/signature cost, Any other Software and Hardware cost which is to be required to be provided by the Bidder as part for the engagement) |                                                                                                                                               |
| 2       | Operational and Development Support for 5 years - For both COU & BOU<br><br>(Support resources will be billed only after 'Phase- I' Go-live. Development resources will also be billed only for additional scope/modification of existing scope only after Go-live)      | 'X' (To be quoted by the Bidder) * 84 (Total resource weightage) * 25 (Working days in a month) * 12 (Number of Months) * 5 (Number of years) |
|         | Total Cost (Sr.No.1 + Sr.No.2)                                                                                                                                                                                                                                           |                                                                                                                                               |

The below data in table is considered only for computational purpose.

|                          |    |
|--------------------------|----|
| Number of resources      | 32 |
| Total resource weightage | 84 |
| Working days in a month  | 25 |
| Number of months         | 12 |
| Number of years          | 5  |

**Note:**

1. The bid is an indicative price bid, final rate will be arrived after Reverse Auction.
2. Bidding will be conducted in terms of the Total Cost ('One Time Implementation Cost' plus 'Operational and Development Support for 5 years'). Only Total Cost will be arrived in Reverse auction. But breakup of 'One Time Implementation Cost' and 'Operational and Development Support for 5 years' should be provided by the bidder within a week of reverse auction in Bidder's letter head to the Bank. Failure of which will result in awarding the contract to subsequent bidders.
3. Refer Part-II for 'Resource weightage' with respect to 'Operational and Development Support for 5 years'.
4. The price quoted by the Bidder shall be exclusive of taxes and it will be in Indian Rupees. Taxes as applicable will be paid by the Bank separately.
5. By participating in Reverse auction, the bidder agrees to implement the requirements in entirety as mentioned in Broad Scope of Work (Annexure: 'E') and Technical and Functional Specifications (Annexure: 'C') along with abiding by the terms and conditions stated therein.
6. In case the L1 bidder doesn't accept the order due to any reasons, option will be given to L2 bidder and L2 bidder should match the cost of 'One Time Implementation Cost' and 'Operational and Development Support for 5 years' quoted by L1 Bidder.
7. In case the L2 bidder doesn't accept the order due to any reasons, option will be given to L3 bidder and L3 bidder should match the cost of 'One Time Implementation Cost' and 'Operational and Development Support for 5 years' quoted by L1 Bidder.
8. The bidder has to make sure all the arithmetic calculations are accurate. State Bank of India will not be held responsible for any incorrect calculations.
9. All licenses should be in the name of State Bank of India and should be perpetual. Any support from OEM for licenses/ any other software/ supporting application should be provided for the entire period of contract.
10. Bank reserves the right to reject any or all proposals if the bidder doesn't cover the Technical and Functional specifications, Broad scope of work in entirety.

11. Bank may deploy the number of resources as and when required.
12. If any additional resources are required, the same needs to be provided by the Bidder in two months' notice. The rates discovered as per the agreement in Annexure-F (part-II) will be applicable throughout the contract period.
13. Part-II → Table: 'A' → 'Rates Per day Per Person' will be considered as base rates for resources throughout the contract period.

**Part - II**

The below mentioned rate: 'Rates per day per person' will be considered as '**Base Rates**' and this will be applicable throughout the engagement.

**Table: 'A'**

| S. N o. | Domain                     | Qualific ation                                               | Expe rienc e | Resource Type                                                                                                                                                                                                  | Num ber of reso urce s (Onl y for com putat ional purp oses ) | Rates Per day Per Person (Will be applica ble for Billing in contra ct period) | Total Weig htage (Only for comp utatio nal purpo ses) |
|---------|----------------------------|--------------------------------------------------------------|--------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------------------------------|--------------------------------------------------------------------------------|-------------------------------------------------------|
| 1       | Managerial Roles           | BE/<br>BTECH/<br>MTECH/<br>MCA/<br>ME<br>(or)<br>Equivale nt | >15 years    | <u>All Managerial roles</u><br><br>Delivery Manager,<br>Project Manager –<br>Development,<br>Project Manager –<br>Infrastructure,<br>Project Manager –<br>Operations and<br>Support and other<br>Similar roles | 2                                                             | 5X                                                                             | 10X                                                   |
| 2       | Infrastructu re Operations | BE<br>/BTECH<br>/BCA/<br>MCA<br>(or)<br>Equivale nt          | >4 years     | <u>All Admin roles (Junior):</u><br><br>OS, Middleware,<br>Application,<br>Database, Network,<br>Backup and Storage<br>Management, and<br>other Similar roles                                                  | 6                                                             | 2.5X                                                                           | 15X                                                   |

|   |                                      |                                                             |              |                                                                                                                                                                   |   |      |       |
|---|--------------------------------------|-------------------------------------------------------------|--------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------|---|------|-------|
| 3 |                                      | BE<br>/BTECH<br>/BCA/<br>MCA<br>(or)<br>Equivalent          | >7<br>years  | <u>All Admin roles<br/>(Senior):</u><br><br>OS, Middleware,<br>Application,<br>Database, Network,<br>Backup and Storage<br>Management, and<br>other Similar roles | 2 | 3.5X | 7X    |
| 4 |                                      | BE<br>/BTECH<br>/BCA/<br>MCA<br>(or)<br>Equivalent          | >3<br>years  | Monitoring Team,<br>Incident/Change/Service/Release<br>Management Team,<br>Documentation<br>Team and other<br>Similar roles                                       | 2 | 2X   | 4X    |
| 5 | Security,<br>Audit and<br>Compliance | BE/<br>BTECH/<br>MTECH/<br>MCA/<br>ME<br>(or)<br>Equivalent | >7<br>years  | Security, Audit and<br>Compliance –<br>Subject Matter<br>Expert and other<br>Similar roles.                                                                       | 2 | 3.5X | 7X    |
| 6 | Development                          | BE<br>/BTECH<br>/BCA/<br>MCA<br>(or)<br>Equivalent          | >4<br>years  | <u>All Junior roles:</u><br><br>Developer, Tester,<br>UI designer,<br>Business Analyst<br>and Other Similar<br>roles                                              | 4 | 2X   | 8X    |
| 7 |                                      | BE<br>/BTECH<br>/BCA/<br>MCA<br>(or)<br>Equivalent          | >7<br>years  | <u>All Senior roles:</u><br><br>Developer, Tester,<br>UI designer,<br>Business Analyst,<br>Team Lead and<br>Other Similar roles                                   | 1 | 3X   | 3X    |
| 8 | Architect                            | BE/<br>BTECH/<br>MTECH/                                     | >12<br>years | Middleware,<br>Network, Database,                                                                                                                                 | 3 | 4.5X | 13.5X |

|    |                                      |                                                        |             |                                                                                                                                                                        |   |      |      |
|----|--------------------------------------|--------------------------------------------------------|-------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---|------|------|
|    |                                      | MCA/<br>ME (or)<br>Equivale<br>nt                      |             | Application, Solution<br>Architect and Other<br>Similar roles                                                                                                          |   |      |      |
| 9  | Operations<br>and<br>Support         | BE<br>/BTECH<br>/BCA/<br>MCA<br>(or)<br>Equivale<br>nt | >3<br>years | <u>All Day to Day<br/>Operations (Junior):</u><br><br>Application Support<br>Team, Biller<br>Technical Support<br>Team and other<br>Similar roles.                     | 3 | 2X   | 6X   |
| 10 |                                      | BE<br>/BTECH<br>/BCA/<br>MCA<br>(or)<br>Equivale<br>nt | >5<br>years | <u>All Day to Day<br/>Operations (Senior):</u><br><br>Application Support<br>Team, Biller<br>Technical Support<br>Team and other<br>Similar roles.                     | 1 | 2.5X | 2.5X |
| 11 | Reconciliat<br>ion and<br>Settlement | BCA/<br>MCA<br>(or)<br>Equivale<br>nt                  | >3<br>years | <u>All Reconciliation<br/>and Settlement<br/>operations (Junior):</u><br><br>Reconciliation<br>Support Team,<br>Settlement Support<br>Team and other<br>Similar roles. | 2 | 1.5X | 3X   |
| 12 |                                      | BE<br>/BTECH<br>/BCA/<br>MCA<br>(or)<br>Equivale<br>nt | >5<br>years | <u>All Reconciliation<br/>and Settlement<br/>operations (Senior):</u><br><br>Reconciliation<br>Support Team,<br>Settlement Support<br>Team and other<br>Similar roles. | 1 | 2X   | 2X   |

|                                              |                      |                                   |             |                                                                                                                                                                      |   |   |     |
|----------------------------------------------|----------------------|-----------------------------------|-------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------|---|---|-----|
| 13                                           | Complaint Management | BCA/<br>MCA<br>(or)<br>Equivalent | >2<br>years | <u>All Complaint/<br/>Dispute<br/>Management<br/>Operations</u><br><br>Customer Call<br>Centre Support,<br>Biller Call Center<br>Support and other<br>Similar roles. | 3 | X | 3X  |
| Total Weightage (For computational purposes) |                      |                                   |             |                                                                                                                                                                      |   |   | 84X |

**Note:**

1. The number of resources indicated above is only tentative and this would be considered only for arriving at the Final commercial bid.
2. Even though number of resources mentioned above is the basis for arriving at Commercial bid; however number of resources engaged finally may increase or decrease depending on the requirement of the Bank. No disputes will be encouraged by the Bidders for the same and decision of the Bank will be final in this regard.
3. Per day rates indicate either '9 Hours in General shift' or '8 Hours in Other shifts'. The number of hours is based on Labor regulations and may subject to change as per the policies of the government.
4. Individual rates quoted will be used for Billing on T & M basis. When resources are engaged for less than a day, Pro-rata Billing will be applicable.
5. Final resources engaged by the Bank will be approved by the Bank as part of the Purchase order. Bank may increase/decrease the number of resources approved in Purchase order at any time with Two month notice to the Bidder. Two month notice is to make the Bidder ready to onboard/ Off-board resources without disruptions.
6. For Support resources, the Billing will be based on the Fixed Bid. i.e. Numbers of hours on duty in the Bank.
7. For resources other than support resources, the Billing will be based on actual amount of work delivered to the Bank. I.e. Resource utilizing should

be tracked by the Bidder and reported to Bank for approval on a monthly basis and as when requested by the Bank.

8. Payment for resources will be based on Biometric attendance. In case of any disputes, Bank's decision will be final in this regard.



**ANNEXURE-G**

**FORMAT FOR EMD BANK GUARANTEE**

To:  
-----

-----

Dear Sir,

**EMD BANK GUARANTEE FOR**

**PROCUREMENT OF SOLUTION AND SERVICES FOR BHARAT BILL  
PAYMENT SYSTEM (BBPS) APPLICATION 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 its INB & CMP department, State Bank Global IT-Centre, SEC-11, CBD Belapur, Navi Mumbai, has invited Request for Proposal for procurement of Support & Development services for Bharat Bill Payment System (BBPS) application 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 within 24 hours 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 later.
- f) Unless a claim or suit or action is filed against us within six months from that date or any extended period, 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.

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.

(Note: This guarantee will require stamp duty as applicable in the State where it is executed and shall be signed by the official(s) whose signature and authority shall be verified)

ANNEXURE-H

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

**THIS PERFORMANCE 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).

WHEREAS M/s \_\_\_\_\_, incorporated under \_\_\_\_\_ Act having its registered office at \_\_\_\_\_ and principal place of business at \_\_\_\_\_ (hereinafter referred to as "**Service Provider/ Vendor**" which expression shall unless repugnant to the context or meaning thereof shall include its successor, executor & assigns) has agreed to develop, implement and support ..... (name of Software Solution/ Service) (hereinafter referred to as "**Services**") to SBI in accordance with the Request for Proposal (RFP) No. SBI:xx:xx dated dd/mm/yyyy.

WHEREAS, SBI has agreed to avail the Services from the Service Provider for a period of \_\_\_\_\_ year(s).

WHEREAS, in accordance with terms and conditions of the RFP/Purchase order/Agreement dated....., Service Provider is required to furnish a Bank Guarantee for a sum of Rs.\_\_\_\_\_/ - (Rupees \_\_\_\_\_ only) for due performance of the obligations of the Service Provider in providing the Services, in accordance with the RFP/Purchase order/Agreement guaranteeing payment of the said amount of Rs.\_\_\_\_\_/ - (Rupees \_\_\_\_\_ only) to SBI, if Service Provider fails to fulfill its obligations as agreed in RFP/Agreement.

WHEREAS, the Bank Guarantee is required to be valid for a total period of \_\_\_\_\_ months and in the event of failure, on the part of Service Provider, to fulfill any of

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

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

**NOW THIS GUARANTEE WITNESSETH THAT**

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

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

- (i) Any neglect or forbearance on the part of SBI to Service Provider or any indulgence of any kind shown by SBI to Service Provider or any change in the terms and conditions of the Agreement or the Services shall not, in any way, release or discharge the Bank from its liabilities under this Guarantee.
- (ii) This Guarantee herein contained shall be distinct and independent and shall be enforceable against the Guarantor, notwithstanding any Guarantee or Security now or hereinafter held by SBI at its discretion.

- (iii) This Guarantee shall not be affected by any infirmity or absence or irregularity in the execution of this Guarantee by and / or on behalf of the Guarantor or by merger or amalgamation or any change in the Constitution or name of the Guarantor.
- (iv) The guarantee shall not be affected by any change in the constitution of SBI or Service Provider or winding up / liquidation of Service Provider, whether voluntary or otherwise
- (v) This guarantee shall be a continuing guarantee during its validity period and the SBI can make its claim in one or more events within the total liability of the Guarantor mentioned herein.
- (vi) This Guarantee shall remain in full force and effect for a period of \_\_ years from the date of the issuance i.e. up to \_\_\_\_\_. Unless a claim under this Guarantee is made against us within three (3) months from that date i.e. 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:

- (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 SBI serve upon us a written claim or demand on or before ..... (date which is 3 months after date mentioned at (b) above.

Yours faithfully,

For and on behalf of Bank.

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

**ANNEXURE-I**

**PROFORMA OF CERTIFICATE TO BE ISSUED BY THE BANK  
AFTER SUCCESSFUL COMMISSIONING AND ACCEPTANCE  
OF THE SOFTWARE SOLUTION/ SERVICES**

Date:

M/s.-----

-----

Sub: Certificate of commissioning of Solution

1. This is to certify that the Software Solution as detailed below has/have been successfully installed and commissioned (subject to remarks in Para No. 2) in accordance with the Contract/specifications.

a) Bid No. .\_\_\_\_\_ dated \_\_\_\_\_

b) Description of the Solution \_\_\_\_\_

c) Quantity \_\_\_\_\_

d) Date of commissioning \_\_\_\_\_

e) Date of acceptance test \_\_\_\_\_

2. Details of specifications of Software Solution not yet commissioned and recoveries to be made on that account:

| <u>S.No.</u> | <u>Description</u> | <u>Amount to be recovered</u> |
|--------------|--------------------|-------------------------------|
|--------------|--------------------|-------------------------------|

3. The acceptance test has been done to our entire satisfaction and Staff have been trained to operate the Software Solution.

4. The Vendor has fulfilled his contractual obligations satisfactorily\*

or

The Vendor has failed to fulfill his contractual obligations with regard to the following:

(a)

(b)

(c)

5. The amount of recovery on account of non-supply of Software Solution/Services is given under Para No. 2.
6. The amount of recovery on account of failure of the Vendor to meet his contractual obligations is as indicated in endorsement of the letter.

Signature \_\_\_\_\_

Name \_\_\_\_\_

Designation with stamp \_\_\_\_\_

\* Explanatory notes for filling up the certificates:

- (a) The Vendor has adhered to the time schedule specified in the contract in providing the required Software Solution / Manuals pursuant to Technical Specifications.
- (b) The Vendor has supervised the commissioning of the Software Solution in time i.e., within the period specified in the contract from the date of intimation by the Bank in respect of the installation of the Software Solution.
- (c) Training of personnel has been done by the Vendor as specified in the Contract.
- (d) In the event of Manuals having not been supplied or installation and commissioning of the Software Solution having been delayed on account of the Vendor, the extent of delay should always be mentioned.



**ANNEXURE-J****Penalties for non-compliance**

All the clauses mentioned below are applicable for the solution and support delivered as part of the engagement which is inclusive but not limited to COU and BOU deliverables.

| <b>Sr. No.</b> | <b>Clause</b>                                                                                                                                                                                                                                                                                                                                               | <b>Penalty for non-compliance</b>                                                                                                                             |
|----------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------|
| 1              | <p>Bidder shall ensure uptime of 99.99% calculated on a monthly basis - For both COU &amp; BOU.</p> <ul style="list-style-type: none"> <li>Uptime will be calculated module wise to arrive at Penalty.</li> <li>Scheduled downtime shall be excluded for the purpose of computing the downtime.</li> <li>Downtime will include slowness of site.</li> </ul> |                                                                                                                                                               |
|                | <p><b>Uptime (100% - Downtime) of Module/ Solution</b></p> <p>For both COU &amp; BOU</p>                                                                                                                                                                                                                                                                    | <p><b>Penalty in % of amount payable for the month.</b></p> <p><b>i.e. Amount payable is inclusive of all costs incurred by the Bank during the month</b></p> |
|                | >=99.99%                                                                                                                                                                                                                                                                                                                                                    | Nil                                                                                                                                                           |
|                | >=99.90% to <99.99%                                                                                                                                                                                                                                                                                                                                         | 2%                                                                                                                                                            |
|                | >=99.50% to <99.90%                                                                                                                                                                                                                                                                                                                                         | 5%                                                                                                                                                            |
|                | >=99% to <99.50%                                                                                                                                                                                                                                                                                                                                            | 10%                                                                                                                                                           |
|                | >=98% to <99%                                                                                                                                                                                                                                                                                                                                               | 15%                                                                                                                                                           |
|                | >=96.75% to <98%                                                                                                                                                                                                                                                                                                                                            | 20%                                                                                                                                                           |

| Sr. No. | Clause                                                                                                                                                                                                                                                                                                                    | Penalty for non-compliance                                                                                                                                   |
|---------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------|
|         | <96.75%                                                                                                                                                                                                                                                                                                                   | 100%                                                                                                                                                         |
| 2       | <p>Bidder Shall ensure success ratio of 99% calculated on a monthly basis - For both COU &amp; BOU.</p> <ul style="list-style-type: none"> <li>Success ratio will be calculated Channel/ Module, Agent and Biller wise to arrive at Penalty.</li> </ul>                                                                   |                                                                                                                                                              |
|         | <p>For both COU &amp; BOU</p> <p><b>Success Ratio (Success transactions/ Total number of transactions)</b></p> <p><b>i.e. Success transactions = Total Number of transactions- Failure transactions (Attributable to bidder)</b></p>                                                                                      | <p><b>Penalty in % of amount payable for the month</b></p> <p><b>i.e. Amount payable is inclusive of all costs incurred by the Bank during the month</b></p> |
|         | >=99%                                                                                                                                                                                                                                                                                                                     | Nil                                                                                                                                                          |
|         | >=97% to <99%                                                                                                                                                                                                                                                                                                             | 10%                                                                                                                                                          |
|         | >=95% to <97%                                                                                                                                                                                                                                                                                                             | 25%                                                                                                                                                          |
|         | >=90% to <95%                                                                                                                                                                                                                                                                                                             | 50%                                                                                                                                                          |
|         | <90                                                                                                                                                                                                                                                                                                                       | 100%                                                                                                                                                         |
| 3       | <p>Resources engaged by the Bidder are not found to be suitable by the Bank on account of Technical knowledge, misconduct, etc. - For both COU &amp; BOU.</p> <p><u>Note:</u></p> <ul style="list-style-type: none"> <li>Resources engaged by the Bidder will also be evaluated by the Bank from time to time.</li> </ul> | Resource should be replaced by a proper replacement within 2 weeks.                                                                                          |

| Sr. No. | Clause                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           | Penalty for non-compliance                                                                                                                                                     |
|---------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| 4       | <p>Delay in development or customization of changes by the Bidder beyond the mutually agreed due date - For both COU &amp; BOU.</p> <p><u>Note:</u></p> <ul style="list-style-type: none"> <li>Dates agreed by the Bank during the time of conceptualization/ solution document approval stage will be taken in case of any dispute.</li> <li>The solution will be considered completed once deployed in production environments of the Bank (Including Disaster site).</li> </ul> <p><u>Exclusion:</u></p> <p>Where Phase-I, Phase-II penalties are levied.</p> | <p>10000 rupees per calendar day of Bank from due date.</p> <p><u>Maximum limit:</u></p> <p>80 % of Development/ Customization cost.</p>                                       |
| 5       | <p>Delay in providing reconciliation and settlement reports beyond 'T+1' day for Channels, Agents, Billers, etc. - For both COU &amp; BOU.</p> <p>Where 'T' being Transaction date.</p>                                                                                                                                                                                                                                                                                                                                                                          | <p>5000 rupees per calendar day of Bank + actual loss/penalty incurred by the Bank.</p>                                                                                        |
| 6       | <p>Delay in resolution of complaints beyond 'T + 1' day for Customers of the Bank - For both COU &amp; BOU.</p> <p><u>Note:</u></p> <p>However, acknowledgement should be given within 2 hours for all complaints.</p>                                                                                                                                                                                                                                                                                                                                           | <p>a) <u>Resolution penalty</u></p> <p>250 rupees per day per ticket/ complaint.</p> <p>b) <u>Acknowledgement Penalty</u></p> <p>100 rupees per day per ticket/ complaint.</p> |

| Sr. No. | Clause                                                                                                                                                                                                              | Penalty for non-compliance                                                                                                                                                                                                                                                                                               |
|---------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
|         |                                                                                                                                                                                                                     | <p><u>Note:</u></p> <p>Any actual loss/penalty incurred by the Bank because of the delay will be charged on the Bidder separately..</p>                                                                                                                                                                                  |
| 7       | <p>Delay in resolution of complaints beyond 'T + 1' day for Billers of the Bank - For both COU &amp; BOU.</p> <p><u>Note:</u></p> <p>However, acknowledgement should be given within 1 hour for all complaints.</p> | <p>a) <u>Resolution penalty</u></p> <p>10000 rupees per day per ticket/ complaint.</p> <p>b) <u>Acknowledgement Penalty</u></p> <p>1000 rupees per day per ticket/ complaint.</p> <p><u>Note:</u></p> <p>Any actual loss/penalty incurred by the Bank because of the delay will be charged on the Bidder separately.</p> |
| 8       | <p>Incorrect or delayed or Non-submission of MIS reports to the Bank - For both COU &amp; BOU.</p>                                                                                                                  | <p>10000 rupees per instance + actual loss/penalty incurred by the Bank.</p>                                                                                                                                                                                                                                             |
| 9       | <p>Erroneous, improper, double posting of transactions, non-posting of transactions, delayed posting of transactions - For both COU &amp; BOU.</p>                                                                  | <p>10 % of transaction amount + actual loss/penalty incurred by the Bank.</p>                                                                                                                                                                                                                                            |
| 10      | <p>Bidder should review the complete application from third party empaneled with CERT-in member and submit the clearance report to the Bank minimum on a Yearly basis - For both COU &amp; BOU.</p>                 | <p>50000 rupees per day for delay beyond 15 days of close of the previous financial year.</p>                                                                                                                                                                                                                            |
| 11      | <p>When staff on duty is not available to the service of the Bank - For both COU &amp; BOU.</p> <p><u>Exclusions:</u></p>                                                                                           | <p>2500 rupees per instance per employee.</p>                                                                                                                                                                                                                                                                            |

| Sr. No. | Clause                                                                                                                                                                                                                                                                                                                                                                                                                                       | Penalty for non-compliance                                                                                  |
|---------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------|
|         | Staff is in leave as intimated to bank earlier, left for the day with prior approval from bank, medical emergency, training, etc.                                                                                                                                                                                                                                                                                                            |                                                                                                             |
| 12      | <p>Corrective action for Security related observations, Post release defects and Incident related patches/changes should be closed as per timelines mentioned below - For both COU &amp; BOU.</p> <p><u>Exclusion:</u></p> <p>If the changes desired requires additional time, supporting documents to be submitted for Bank's approval for extension of timelines. Bank's decision of timeline will be final and binding on the bidder.</p> | Any actual loss/penalty incurred by the Bank because of the delay will be charged on the Bidder separately. |
|         | <b>Type of functionality (Categorization definition is provided at end) - For both COU &amp; BOU</b>                                                                                                                                                                                                                                                                                                                                         | <b>Penalty (Days will be calculated Inclusive of Holidays)</b>                                              |
|         | Minor                                                                                                                                                                                                                                                                                                                                                                                                                                        | < 2 days: Nil                                                                                               |
|         |                                                                                                                                                                                                                                                                                                                                                                                                                                              | >2days: 2000 rupees per day                                                                                 |
|         | Medium                                                                                                                                                                                                                                                                                                                                                                                                                                       | < 1 day: Nil                                                                                                |
|         |                                                                                                                                                                                                                                                                                                                                                                                                                                              | >1day: 5000 rupees per day                                                                                  |
|         | Major                                                                                                                                                                                                                                                                                                                                                                                                                                        | < 1 hour: Nil                                                                                               |
|         |                                                                                                                                                                                                                                                                                                                                                                                                                                              | >1hour: 10000 rupees per hour                                                                               |
|         | High                                                                                                                                                                                                                                                                                                                                                                                                                                         | < 5 minutes: Nil                                                                                            |
|         |                                                                                                                                                                                                                                                                                                                                                                                                                                              | >5 minutes: 25000 rupees per hour                                                                           |

| Sr. No. | Clause                                                                                                                                                                                               | Penalty for non-compliance                                                                                                                                                  |
|---------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| 13      | Penalty for Process failure/ Process issue, Failure to Support and any other issue which is not covered under other Penalties (For bidder responsibility as identified by Bank) - For both COU & BOU | If the issue is a single event or process failure, then a Penalty of Rs. 50000 rupees will be levied on the bidder.<br><br>Otherwise, Penalties will be calculated as below |
|         | <b>Delay - For both COU &amp; BOU</b>                                                                                                                                                                | <b>Penalty rates</b>                                                                                                                                                        |
|         | <2days                                                                                                                                                                                               | 5000 rupees                                                                                                                                                                 |
|         | >=2 days to 5 days                                                                                                                                                                                   | 10000 rupees                                                                                                                                                                |
|         | >=5days                                                                                                                                                                                              | 25000 + 2500 per day from 6 <sup>th</sup> day                                                                                                                               |
| 14      | Delay in Phase-I implementation beyond 6 months (from date of issuance of Purchase Order)                                                                                                            |                                                                                                                                                                             |
|         | <b>Delay - For both COU &amp; BOU</b>                                                                                                                                                                | <b>Penalty rates</b>                                                                                                                                                        |
|         | < 1 month                                                                                                                                                                                            | 10 Lakh rupees or 10 % of the Total Implementation Cost, whichever is higher                                                                                                |
|         | >=1 month to 2 months                                                                                                                                                                                | 25 Lakh rupees or 25 % of the Total Implementation Cost, whichever is higher                                                                                                |
|         | >=2 months to 3 months                                                                                                                                                                               | 1 Crore rupees or 50 % of the Total Implementation Cost, whichever is higher                                                                                                |
|         | >= 3 months                                                                                                                                                                                          | Bank will invoke the Performance Bank guarantee clause amounting to 20% of Total project cost + Bank may choose to terminate the contract.                                  |
| 15      | Delay in Phase-II implementation beyond 3 months (From the date of Bank's formal communication or 3 months from the date of production                                                               |                                                                                                                                                                             |

| Sr. No. | Clause                                     | Penalty for non-compliance                                                                                                                 |
|---------|--------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------|
|         | movement of Phase-I, whichever is earlier) |                                                                                                                                            |
|         | <b>Delay - For both COU &amp; BOU</b>      | <b>Penalty rates</b>                                                                                                                       |
|         | < 1 month                                  | 20 Lakh rupees or 20 % of the Total Implementation Cost, whichever is higher                                                               |
|         | >=1 month to 2 months                      | 75 Lakh rupees or 50 % of the Total Implementation Cost, whichever is higher                                                               |
|         | >= 2 months                                | Bank will invoke the Performance Bank guarantee clause amounting to 20% of Total project cost + Bank may choose to terminate the contract. |

**Note:**

- a) Actual loss on account of errors, bugs, deficiencies, delay, etc., in development/support activities attributable to the bidder will be charged additionally in actual by the Bank and maximum capacity of penalty will not be applicable in this regard.
- b) Any loss to the Bank on account of loss of actual/ expected business during the period of outage of application developed/maintained or any other issues attributing to actual/expected loss by the bidder will be charged accordingly if it is attributable to the Bidder.
- c) Reputational loss due to the reasons attributable to the bidder.
- d) A reason will be considered as not attributable to Bidder if it is attributable to another party and that party accepts it as attributable to it.
- e) Expected Business volumes will be calculated based on the Historical data and the logic employed by the Bank in this regard will be final.
- f) Total Implementation cost (Definition for the Purpose of Penalty) = Phase I + Phase II Implementation cost.
- g) Total Project Cost (Definition for the Purpose of Penalty) = Total Implementation cost + Cost of Operational and Development Support for 5 years

**Definition of Minor, Medium, Major and Critical functionality (Applicable throughout SLA):**

**Minor means:**

Where defect is very small and it does not affect Bank's business or the functionality of the product. E.g., typo errors, etc.

**Medium means:**

Where business is likely to get impacted or it affects the functionality of the product. E.g. errors in tables, errors in facts/figures (like rate of interest), etc.

**Major means:**



Where business gets impacted immediately and/or it affects the associated integrations of the functionality. E.g., integration.

Critical means:

Where the Bank's image has been impacted adversely or the Bank was exposed to reputational risk or the Bank has been exposed to a financial loss or a risk or possibility of financial loss. E.g., Biller Integration.

The categorization of minor, medium, major or critical shall be done by Bidder. However, Bank may not accept the categorization done by Bidder and reclassify the defect. Bank's decision in this regard will be final.

**ANNEXURE-K**

**Service Level Agreement**

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

**ANNEXURE-L**

**NON-DISCLOSURE AGREEMENT**

THIS RECIPROCAL NON-DISCLOSURE AGREEMENT (the "Agreement") is made at Mumbai between:

\_\_\_\_\_ constituted under the \_\_\_\_\_ Act,  
\_\_\_\_\_ having its Corporate Centre at \_\_\_\_\_  
\_\_\_\_\_ (hereinafter referred to as "Bank"  
which expression includes its successors and assigns) of the ONE PART;

And

\_\_\_\_\_ (hereinafter referred to as  
"\_\_\_\_\_") which expression shall unless repugnant to the subject or context  
thereof, shall mean and include its successors and permitted assigns) of the  
OTHER PART;

And Whereas

1. \_\_\_\_\_ is carrying on business of  
providing \_\_\_\_\_, has agreed to  
\_\_\_\_\_ for the Bank and other related tasks.
2. For purposes of advancing their business relationship, the parties would need to disclose certain valuable confidential information to each other. Therefore, in consideration of covenants and agreements contained herein for the mutual disclosure of confidential information to each other, and intending to be legally bound, the parties agree to terms and conditions as set out hereunder.

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

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

- (a) "Confidential Information" means non-public information that Disclosing Party designates as being confidential or which, under the circumstances surrounding disclosure ought to be treated as confidential. "Confidential Information" includes, without limitation, information relating to installed or purchased

Disclosing Party software or hardware products, the information relating to general architecture of Disclosing Party's network, information relating to nature and content of data stored within network or in any other storage media, Disclosing Party's business policies, practices, methodology, policy design delivery, and information received from others that Disclosing Party is obligated to treat as confidential. Confidential Information disclosed to Receiving Party by any Disclosing Party Subsidiary and/ or agents is covered by this agreement

- (b) Confidential Information shall not include any information that: (i) is or subsequently becomes publicly available without Receiving Party's breach of any obligation owed to Disclosing party; (ii) becomes known to Receiving Party prior to Disclosing Party's disclosure of such information to Receiving Party; (iii) became known to Receiving Party from a source other than Disclosing Party other than by the breach of an obligation of confidentiality owed to Disclosing Party; or (iv) is independently developed by Receiving Party.
- (c) "Confidential Materials" shall mean all tangible materials containing Confidential Information, including without limitation written or printed documents 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 own employees and other persons and then only to those employees and persons who need to know the same) without the other party's written consent provided that this clause shall not extend to information which was rightfully in the possession of such party prior to the commencement of the negotiations leading to the Contract, which is already public knowledge or becomes so at a future date (otherwise than as a result of a breach of this clause). Receiving Party will have executed or shall execute appropriate written agreements with its employees and consultants specifically assigned and/or otherwise, sufficient to enable it to comply with all the provisions of this Agreement. If the Service Provider shall appoint any Sub-Contractor then the 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.
- (b) Receiving Party may disclose Confidential Information in accordance with judicial or other governmental order to the intended recipients (as detailed in this clause), provided Receiving Party shall give Disclosing Party reasonable

notice prior to such disclosure and shall comply with any applicable protective order or equivalent. The intended recipients for this purpose are:

- (1) the statutory auditors of the Bank and
  - (2) regulatory authorities regulating the affairs of the Bank and inspectors and supervisory bodies thereof
- (c) The foregoing obligations as to confidentiality shall survive any termination of this Agreement
- (d) Confidential Information and Confidential Material may be disclosed, reproduced, summarized or distributed only in pursuance of Receiving Party's business relationship with Disclosing Party, and only as otherwise provided hereunder. Receiving Party agrees to segregate all such Confidential Material from the confidential material of others in order to prevent mixing.
- (e) Receiving Party may not reverse engineer, decompile or disassemble any software disclosed to Receiving Party.

### 3. **Rights and Remedies**

- (a) Receiving Party shall notify Disclosing Party immediately upon discovery of any unauthorized use or disclosure of Confidential Information and/ or Confidential Materials, or any other breach of this Agreement by Receiving Party, and will cooperate with Disclosing Party in every reasonable way to help Disclosing Party regain possession of the Confidential Information and/ or Confidential Materials and prevent its further unauthorized use.
- (b) Receiving Party shall return all originals, copies, reproductions and summaries of Confidential Information or Confidential Materials at Disclosing Party's request, or at Disclosing Party's option, certify destruction of the same.
- (c) Receiving Party acknowledges that monetary damages may not be the only and / or a sufficient remedy for unauthorized disclosure of Confidential Information and that disclosing party shall be entitled, without waiving any other rights or remedies (as listed below), to injunctive or equitable relief as may be deemed proper by a Court of competent jurisdiction.
  - a. Suspension of access privileges
  - b. Change of personnel assigned to the job
  - c. Financial liability for actual, consequential or incidental damages
  - d. 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 property of Disclosing Party. By disclosing information to Receiving Party, Disclosing Party does not grant any expressed or implied right to Receiving Party to disclose information under the Disclosing Party patents, copyrights, trademarks, or trade secret information.
- (b) Any document provided under this Agreement is provided with RESTRICTED RIGHTS.
- (c) Neither party grants to the other party any license, by implication or otherwise, to use the Confidential Information, other than for the limited purpose of evaluating or advancing a business relationship between the parties, or any license rights whatsoever in any patent, copyright or other intellectual property rights pertaining to the Confidential Information.
- (d) The terms of Confidentiality under this Agreement shall not be construed to limit either party's right to independently develop or acquire product without use of the other party's Confidential Information. Further, either party shall be free to use for any purpose the residuals resulting from access to or work with such Confidential Information, provided that such party shall maintain the confidentiality of the Confidential Information as provided herein. The term "residuals" means information in non-tangible form, which may be retained by person who has had access to the Confidential Information, including ideas, concepts, know-how or techniques contained therein. Neither party shall have any obligation to limit or restrict the assignment of such persons or to pay royalties for any work resulting from the use of residuals. However, the foregoing shall not be deemed to grant to either party a license under the other party's copyrights or patents.
- (e) This Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof. It shall not be modified except by a written agreement dated subsequently to the date of this Agreement and signed by both parties. None of the provisions of this Agreement shall be deemed to have been waived by any act or acquiescence on the part of Disclosing Party, its agents, or employees, except by an instrument in writing signed by an authorized officer of Disclosing Party. No waiver of any provision of this Agreement shall constitute a waiver of any other provision(s) or of the same provision on another occasion.

- (f) In case of any dispute, both the parties agree for neutral third party arbitration. Such arbitrator will be jointly selected by the two parties and he/she may be an auditor, lawyer, consultant or any other person of trust. The said proceedings shall be conducted in English language at Mumbai and in accordance with the provisions of Indian Arbitration and Conciliation Act 1996 or any Amendments or Re-enactments thereto.
- (g) Subject to the limitations set forth in this Agreement, this Agreement will inure to the benefit of and be binding upon the parties, their successors and assigns.
- (h) If any provision of this Agreement shall be held by a court of competent jurisdiction to be illegal, invalid or unenforceable, the remaining provisions shall remain in full force and effect.
- (i) All obligations created by this Agreement shall survive change or termination of the parties' business relationship.

5. **Suggestions and Feedback**

- (a) Either party from time to time may provide suggestions, comments or other feedback to the other party with respect to Confidential Information provided originally by the other party (hereinafter "feedback"). Both 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 \_\_\_\_\_ 2017 at \_\_\_\_\_  
(month) (place)

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

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

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

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



**ANNEXURE-M**

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

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

**ANNEXURE-N**

**PRE CONTRACT INTEGRITY PACT**  
**(TO BE STAMPED AS AN AGREEMENT)**

**General**

This pre-Bid pre-contract Agreement (hereinafter called the Integrity Pact) is made

on \_\_\_\_\_ day of the month of \_\_\_\_\_ 201 , between, on the one hand, the State Bank of India a body corporate incorporated under the State Bank of India Act, 1955 having its Corporate Centre at State Bank Bhavan, Nariman Point, Mumbai through its INB &CMP Department / Office at State Bank Global IT-Centre, CBD Belapur, Navi Mumbai. (hereinafter called the "BUYER", which expression shall mean and include, unless the context otherwise requires, its successors) of the First Part and M/s \_\_\_\_\_ represented by

Shri \_\_\_\_\_, Chief Executive Officer (hereinafter called the "BIDDER/Seller which expression shall mean and include, unless the context otherwise requires, its / his successors and permitted assigns of the Second Part.

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

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

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

- Enabling the BUYER to obtain the desired service / product at a competitive price in conformity with the defined specifications by avoiding the high cost and the distortionary impact of corruption on public procurement; and
- Enabling BIDDERS to abstain from bribing or indulging in any corrupt practice in order to secure the contract by providing assurance to them that their competitors will also abstain from bribing and other corrupt practices and the BUYER will commit to prevent corruption, in any form, by its officials by following transparent procedures.

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

**1. Commitments of the BUYER**

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

would not be stalled.

## **2. Commitments of BIDDERS**

- 2.1 The BIDDER commits itself to take all measures necessary to prevent corrupt practices, unfair means and illegal activities during any stage of its Bid or during any pre-contract or post-contract stage in order to secure the contract or in furtherance to secure it and in particular commit itself to the following:
- 2.2 The BIDDER will not offer, directly or through intermediaries, any bribe, gift, consideration, reward, favour, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any official of the BUYER, connected directly or indirectly with the bidding process, or to any person, organisation or third party related to the contract in exchange for any advantage in the bidding, evaluation, contracting and implementation of the contract.
- 2.3 The BIDDER further undertakes that it has not given, offered or promised to give, directly or indirectly any bribe, gift, consideration, reward, favour, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any official of the BUYER or otherwise in procuring the Contract or forbearing to do or having done any act in relation to the obtaining or execution of the contract or any other contract with State Bank of India for showing or forbearing to show favour or disfavour to any person in relation to the contract or any other contract with State Bank of India.
- 2.4 Wherever applicable, the BIDDER shall disclose the name and address of agents and representatives permitted by the Bid documents and Indian BIDDERS shall disclose their foreign principals or associates, if any.
- 2.5 The BIDDER confirms and declares that they have not made any payments to any agents/brokers or any other intermediary, in connection with this Bid/contract.
- 2.6 The BIDDER further confirms and declares to the BUYER that the BIDDER is the original vendors or service providers in respect of product /

service covered in the Bid documents and the BIDDER has not engaged any individual or firm or company whether Indian or foreign to intercede, facilitate or in any way to recommend to the BUYER or any of its functionaries, whether officially or unofficially to the award of the contract to the BIDDER, nor has any amount been paid, promised or intended to be paid to any such individual, firm or company in respect of any such intercession, facilitation or recommendation.

- 2.7 The BIDDER, at the earliest available opportunity, i.e. either while presenting the Bid or during pre-contract negotiations and in any case before opening the financial Bid and before signing the contract, shall disclose any payments he has made, is committed to or intends to make to officials of the BUYER or their family members, agents, brokers or any other intermediaries in connection with the contract and the details of services agreed upon for such payments.
- 2.8 The BIDDER will not collude with other parties interested in the contract to impair the transparency, fairness and progress of the bidding process, Bid evaluation, contracting and implementation of the contract.
- 2.9 The BIDDER will not accept any advantage in exchange for any corrupt practice, unfair means and illegal activities.
- 2.10 The BIDDER shall not use improperly, for purposes of competition or personal gain, or pass on 'to' others, any information provided by the BUYER as part of the business relationship, regarding plans, technical proposals and business details, including information contained in any electronic data carrier. The BIDDER also undertakes to exercise due and adequate care lest any such information is divulged.
- 2.11 The BIDDER commits to refrain from giving any complaint directly or through any other manner without supporting it with full and verifiable facts.
- 2.12 The BIDDER shall not instigate or cause to instigate any third person to commit any of the actions mentioned above.
- 2.13 If the BIDDER or any employee of the BIDDER or any person acting on behalf of the BIDDER, either directly or indirectly, is a relative of any of the officers of the BUYER, or alternatively, if any relative of an officer of the

BUYER has financial Interest/stake in the BIDDER's firm, the same shall be disclosed by the BIDDER at the time of filing of tender. The term 'relative' for this purpose would be as defined in Section 6 of the Companies Act 1956.

2.14 The BIDDER shall not lend to or borrow any money from or enter into any monetary dealings or transactions, directly or indirectly, with any employee of the BUYER.

### **3. Previous Transgression**

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

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

- 4.1 While submitting commercial Bid, the BIDDER shall deposit an amount (specified in RFP) as Earnest Money/Security Deposit, with the BUYER through any of the mode mentioned in the RFP / Bid document and no such mode is specified, by a Bank Draft or a Pay Order in favour of State Bank of India from a nationalized Bank including SBI or its Subsidiary Banks. However payment of any such amount by way of Bank Guarantee, if so permitted as per Bid documents / RFP should be from any nationalized Bank other than SBI or its Subsidiary Banks and promising payment of the guaranteed sum to the BUYER on demand within three working days without any demur whatsoever and without seeking any reasons whatsoever. The demand for payment by the BUYER shall be treated as conclusive proof for making such payment to the BUYER.
- 4.2 Unless otherwise stipulated in the Bid document / RFP, the Earnest

Money/Security Deposit shall be valid upto a period of five years or the complete conclusion of the contractual obligations to the complete satisfaction of both the BIDDER and the BUYER, including warranty period, whichever is later.

- 4.3 In case of the successful BIDDER a clause would also be incorporated in the Article pertaining to Performance Bond in the Purchase Contract that the provisions of Sanctions for Violation shall be applicable for forfeiture of Performance Bond in case of a decision by the BUYER to forfeit the same without assigning any reason for imposing sanction for violation of this Pact.
- 4.4 No interest shall be payable by the BUYER to the BIDDER on Earnest Money/Security Deposit for the period of its currency.

## **5. Sanctions for Violations**

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

outstanding payment is due to the BIDDER from the BUYER in connection with any other contract for any other stores, such outstanding could also be utilized to recover the aforesaid sum and interest.

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

5.2 The BUYER will be entitled to take all or any of the actions mentioned at para 6.1(i) to (x) of this Pact also on the Commission by the BIDDER or any one employed by it or acting on its behalf (whether with or without the knowledge of the BIDDER), of an offence as defined in Chapter IX of the Indian Penal code, 1860 or Prevention of Corruption Act, 1988 or any other statute enacted for prevention of corruption.

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

## **6 Fall Clause**

The BIDDER undertakes that it has not supplied/is not supplying similar



product/systems or subsystems at a price lower than that offered in the present Bid in respect of any other Ministry/Department of the Government of India or PSU or any other Bank and if it is found at any stage that similar product/systems or sub systems was supplied by the BIDDER to any other Ministry/Department of the Government of India or a PSU or a Bank at a lower price, then that very price, with due allowance for elapsed time, will be applicable to the present case and the difference in the cost would be refunded by the BIDDER to the BUYER, if the contract has already been concluded.

## 7. Independent Monitors

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

Sh. Johny Joseph  
(Retd. IAS)

701/702 Kallilee- Bai  
Nagar Amrit Shakti  
Chandivali, Andheri (E)  
Mumbai 400072  
Email-Johnyjoseph49@gmail.com

Sh. K Chandrahas  
(Retd. IAS)

G-1 Reliance Homes  
8-2-547/ R, Road No.7  
Banjara Hills  
Hyderabad- 500034  
Email- kchandrahas@yahoo.com

- 7.2 The task of the Monitors shall be to review independently and objectively, whether and to what extent the parties comply with the obligations under this Pact.
- 7.3 The Monitors shall not be subjected to instructions by the representatives of the parties and perform their functions neutrally and independently.
- 7.4 Both the parties accept that the Monitors have the right to access all the documents relating to the project/procurement, including minutes of meetings. [Parties signing this Pact shall not approach the Courts while](#)

representing the matters to Independent External Monitors and he/she will await their decision in the matter.

- 7.5 As soon as the Monitor notices, or has reason to believe, a violation of this Pact, he will so inform the Authority designated by the BUYER.
- 7.6 The BIDDER(s) accepts that the Monitor has the right to access without restriction to all Project documentation of the BUYER including that provided by the BIDDER. The BIDDER will also grant the Monitor, upon his request and demonstration of a valid interest, unrestricted and unconditional access to his project documentation. The same is applicable to Subcontractors. The Monitor shall be under contractual obligation to treat the information and documents of the BIDDER/Subcontractor(s) with confidentiality.
- 7.7 The BUYER will provide to the Monitor sufficient information about all meetings among the parties related to the Project provided such meetings could have an impact on the contractual relations between the parties. The parties will offer to the Monitor the option to participate in such meetings.
- 7.8 The Monitor will submit a written report to the designated Authority of BUYER/Secretary in the Department/ within 8 to 10 weeks from the date of reference or intimation to him by the BUYER / BIDDER and, should the occasion arise, submit proposals for correcting problematic situations.

## **8. Facilitation of Investigation**

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

## **9. Law and Place of Jurisdiction**

This Pact is subject to Indian Law. The place of performance and

jurisdiction is the seat of the BUYER.

## 10. Other Legal Actions

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

## 11. Validity

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

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

12. The parties hereby sign this Integrity Pact at \_\_\_ on \_\_\_\_\_

For BUYER

Name of the Officer.

Designation

Office / Department / Branch

State Bank of India.

Witness

1

2

For BIDDER

Chief Executive Officer

Witness

1.

2.

\* Provisions of these clauses would need to be amended/ deleted in line with the policy of the BUYER in regard to involvement of Indian agents of foreign suppliers.

**Note: This agreement will require stamp duty as applicable in the State where it is executed.**