



**REQUEST FOR PROPOSAL
FOR PROCUREMENT OF CASH MANAGEMENT SOLUTION**

Ref: SBI/GITC/CMP & SCFU/2023-24/961 dated: 03/08/2023

**CMP & SCFU Department
State Bank of India
Global IT Centre,
3rd Floor, GITC Main Building
CBD Belapur, Navi Mumbai**

Schedule of Events

Sl No	Particulars	Remarks
1	Contact details of issuing department (Name, Designation, Mobile No., Email and office address for sending any kind of correspondence regarding this RFP)	<p>Name: Ramesh Kumar Singh Designation: DGM CMP & SCFU Email ID: rfpforemp@sbi.co.in Contact Address: 3rd Floor, GITC Contact Number: +91 8451928881</p> <p>Name: Brindaban Sahoo Designation: AGM IT CMP Email ID: rfpforemp@sbi.co.in Contact Address: 3rd Floor, GITC Contact Number: +91 9340551673</p>
2	Bid Document Availability including changes/ amendments, if any to be issued	RFP may be downloaded from Bank's website https://www.sbi.co.in procurement news from 03/08/2023 to 07/09/2023
3	Presentation by Bank on existing system set up and expectation from new solution.	From 3:00 pm to 5:00 pm on 10/08/2023 at GITC or through online meeting
4	Study of existing systems and requirements by prospective bidders at bank's premises before pre-bid meeting, if required by bidder.	From 11/08/2023 to 18/08/2023
5	Last date for requesting clarification	Upto 5:00 pm on 21/08/2023 All communications regarding points / queries requiring clarifications shall be given through e-mail: rfpforemp@sbi.co.in
6	Pre - bid Meeting at (venue)	From 11:00 am to 1:00 pm on 23/08/2023 at GITC or through online meeting
7	Clarifications to queries raised will be provided by the Bank.	On 30/08/2023
8	Last date and time for Bid submission	Upto 5:00 pm on 07/09/2023

9	Address for submission of Bids	To be submitted online through e-tendering website: https://etender.sbi/SBI/
10	Date and Time of opening of Technical Bids	11:00 am on 08/09/2023 Authorized representatives of Bidders may be present online during opening of the Technical Bids. However, Technical Bids would be opened even in the absence of any or all of the Bidder representatives.
11	Opening of Price Bids	price bid of technically qualified bidders only will be opened on a subsequent date.
12	Tender Fee	Rs.25,000/- (Rupees Twenty-Five Thousand Only) Amount should be deposited in A/c No: 4897932113433 IFSC: SBIN0011343 Account Name: Subsidy Inward Remittance (If Mode of Transaction is NEFT and RTGS) Account No: 37608352111 IFSC: SBIN0011343 Branch: OAD, GITC, Belapur Account Name: System Suspense Branch Parking Account If Mode of Transaction is Intra-bank transfer (i.e. SBI to SBI only) Tender fee will be non-refundable.

13	Earnest Money Deposit	<p>Rs.2,00,00,000/- (Rupees Two Crores Only)</p> <p>Amount should be deposited in A/c No: 4897932113433 IFSC: SBIN0011343 Account Name: Subsidy Inward Remittance (If Mode of Transaction is NEFT and RTGS)</p> <p>Account No: 37608352111 IFSC: SBIN0011343 Branch: OAD, GITC, Belapur Account Name: System Suspense Branch Parking Account If Mode of Transaction is Intra-bank transfer (i.e. SBI to SBI only)</p> <p>Or</p> <p>EMD should be in the form of a bank guarantee. EMD shall be valid upto 180 days from bid submission date. Bidder should deposit EMD and Tender Fee separately.</p>	
14	Bank Guarantee	10% of the Total Project Cost	Performance Security in form of BG should be valid for Seven (7) years and three (3) months from the effective date of the Contract.
15	Contact details of e-Procurement agency appointed for e-procurement	<p>M/s E-Procurement Technologies Ltd, Ahmedabad Website: https://etender.sbi/SBI/ Email – eTender.Support@sbi.co.in, rupesh.c@auctiontiger.net Support Help Desk Numbers – 6352631766, 9265562819, 7859800621, 7990334985 DSC related inquiry - info@abcProcure.com & Mobile Number - 9099090830</p>	

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1. INVITATION TO BID:

- i. **State Bank of India** (herein after referred to as '**SBI/the Bank**'), having its Corporate Centre at Mumbai, various other offices (LHOs/ Head Offices /Zonal Offices/Global Link Services, Global IT Centre, foreign offices etc.) of State Bank of India, branches/other offices, Subsidiaries and Joint Ventures available at various locations and managed by the Bank (collectively referred to as **State Bank Group** or '**SBG**' hereinafter). This Request for Proposal (RFP) has been issued by **the Bank** on behalf of **SBG** for procurement of Cash Management Solution.
- ii. In order to meet the Software Solution/ service requirements, the Bank proposes to invite online Bids from eligible Bidders as per details/scope of work mentioned in **Appendix-E** of this RFP document.
- iii. Bidder shall mean any entity (i.e., juristic person) who meets the eligibility criteria given in **Appendix-B** of this RFP and willing to provide the Software Solution/ service as required in this RFP. The interested Bidders who agree to all the terms and conditions contained in this RFP may submit their Bids with the information desired in this RFP. Consortium bidding is not permitted under this RFP.
- iv. Address for submission of online Bids, contact details including email address for sending communications are given in Schedule of Events of this RFP.
- v. The purpose of SBI behind this RFP is to seek a detailed technical and commercial proposal for procurement of the Software Solution desired in this RFP. The proposed Software Solution must integrate with Bank's existing infrastructure seamlessly.
- vi. This RFP 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 RFP before submission of online Bids to avoid any chance of elimination. The eligible Bidders desirous of taking up the project for supply of proposed Software Solution/ service 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 or information provided subsequently to Bidder(s) whether verbally or in documentary form/email by or on behalf of SBI, is subject to the terms and conditions set out in this RFP.
- ii. This RFP is not an offer by State Bank of India, but an invitation to receive responses from the eligible Bidders.
- iii. The purpose of this RFP is to provide the Bidder(s) with information to assist preparation of their Bid proposals. This RFP does not claim to contain all the information each Bidder may require. Each Bidder should conduct its own investigations and analysis and should check the accuracy, reliability and completeness of the information contained in this RFP and where necessary obtain independent advice/clarifications. Bank may in its absolute discretion, but without being under any obligation to do so, update, amend or supplement the information in this RFP.
- iv. The Bank, its employees and advisors make no representation or warranty and shall have no liability to any person, including any Bidder under any law, statute, rules or regulations or tort, principles of restitution or unjust enrichment or otherwise for any loss, damages, cost or expense which may arise from or be incurred or suffered on account of anything contained in this RFP or otherwise, including the accuracy, adequacy, correctness, completeness or reliability of the RFP and any assessment, assumption, statement or information contained therein or deemed to form or arising in any way for participation in this bidding process.
- v. The Bank also accepts no liability of any nature whether resulting from negligence or otherwise, howsoever caused arising from reliance of any Bidder upon the statements contained in this RFP.
- vi. The Bidder is expected to examine all instructions, forms, terms and specifications in this RFP. Failure to furnish all information required under this RFP or to submit a Bid not substantially responsive to this RFP in all respect will be at the Bidder's risk and may result in rejection of the Bid.
- vii. The issue of this RFP does not imply that the Bank is bound to select a Bidder or to award the contract to the Selected Bidder, as the case may be, for the Project and the Bank reserves the right to reject all or any of the Bids or Bidders without assigning any reason whatsoever before issuance of purchase order and/or its acceptance thereof by the successful Bidder as defined in Award Criteria and Award of Contract in this RFP.

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), Subsidiaries and Joint Ventures, where the Bank has ownership of more than 50% of voting securities or the power to direct the management and policies of such Subsidiaries and Joint Ventures.
- ii. **“Bidder/Channel Partner”** means an eligible entity/firm submitting the Bid in response to this RFP.
- iii. **“Bid”** means the written reply or submission of response to this RFP.
- iv. **“The Contract”** means the agreement entered into between the Bank and Service Provider, as recorded in the Contract Form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein.
- v. **“Total Contract Price/Project Cost/TCO”** means the price payable to Service Provider over the entire period of Contract for the full and proper performance of its contractual obligations.
- vi. **“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 the successful bidders as per the selection criteria set out in the RFP and to whom notification of award has been given by the Bank.
- 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 Service Provider covered under the RFP.
- viii. **Annual Maintenance Contract (AMC)** - It would be the annual cost of maintenance of Software Solution / Service.
- ix. **Transaction** - Transaction (Financial & Non-Financial) means journey of transaction initiated from client end till response received at client end. (including form based, file based, API based etc, Parsing, validation and processing, MIS etc.)

4. SCOPE OF WORK:

The Bank has a Cash Management Product (CMP) serving the needs of the customers such as SMEs, Corporates and Government customers. CMP solution provides seamless experience to customers for processing bulk transactions and getting customized reports. The product contributes to significant business of transaction banking for the Bank and is serving about 15,000 SME and Corporate customers and State, Central Govt Ministries. All the activities in the CMP are extremely time bound and requires fast processing of transactions on 24*7*365 days with 100% precision.

CMP at SBI comprises of Payments, Collections, Mandates, Liquidity management, Government business (payments & receipts), Dividend warrants, Income tax refunds processing. The system is integrated with Core banking, Payments Hub and various other internal and external systems.

The Bank intends to upgrade its CMP platform with product based solution which is built on modern cloud technology, micro services-based architecture, latest market features, highly configurable and parameterized, resilient, scalable and agile solution with capabilities to integrate with core internal systems, fintechs, leading ERP solutions, open and cross banking platforms to meet evolving customer expectations for next 7 years. The bank expects the new CMP solution to facilitate quick onboarding, faster go-to-market with new offerings and customizations for CMP customers. The proposed CMP solution should support seamless and quick migration of the existing customers to the new platform.

As part of this RFP, the bank intends to invite potential bidders to supply, install, integrate, manage and maintain state-of-the-art CMP solution to cover the said scope as listed in the **Appendix-E** of this document.

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

- i. Service Provider shall ensure that the remote access to the Bank's VPN is performed through a laptop/desktop ("Device") specially allotted for that purpose by the Service Provider and not through any other private or public Device.
- ii. Service Provider shall ensure that only its authorized employees/representatives access the Device.
- iii. Service Provider shall be required to get the Device hardened/configured as per the Bank's prevailing standards and policy.
- iv. Service Provider and/or its employee/representative shall be required to furnish an undertaking and/or information security declaration on the

Bank's prescribed format before such remote access is provided by the Bank.

- v. Service Provider shall ensure that services are performed in a physically protected and secure environment which ensures confidentiality and integrity of the Bank's data and artefacts, including but not limited to information (on customer, account, transactions, users, usage, staff, etc.), architecture (information, data, network, application, security, etc.), programming codes, access configurations, parameter settings, executable files, etc., which the Bank representative may inspect. Service Provider shall facilitate and/ or handover the Device to the Bank or its authorized representative for investigation and/or forensic audit.
- vi. Service Provider shall be responsible for protecting its network and subnetworks, from which remote access to the Bank's network is performed, effectively against unauthorized access, malware, malicious code and other threats in order to ensure the Bank's information technology system is not compromised in the course of using remote access facility.

5. ELIGIBILITY AND TECHNICAL CRITERIA:

- i. Bid is open to all Bidders who meet the eligibility and technical criteria as given in **Appendix-B & Appendix-C** of this document. The Bidder has to submit the documents substantiating eligibility criteria as mentioned in this RFP document.
 - (a) If any Bidder submits Bid on behalf of Principal/OEM, the same Bidder shall not submit a Bid on behalf of another Principal/OEM under the RFP. Bid submitted with option of multiple OEMs shall not be considered.
 - (b) Either the Bidder on behalf of Principal/OEM or Principal/OEM itself is allowed to Bid, however both cannot Bid simultaneously.
- ii. The Bidder shall also submit **PRE-CONTRACT INTEGRITY PACT** along with technical Bid as prescribed in **Appendix-O** duly signed by the Bidder on each page and witnessed by two persons. The **Pre-Contract Integrity Pact** shall be stamped as applicable in the State where it is executed. Bid submitted without Pre-Contract Integrity Pact, as per the format provided in the RFP, shall not be considered.

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

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

8. CONTENTS OF BID DOCUMENT:

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

9. EARNEST MONEY DEPOSIT (EMD):

- i. The Bidder shall furnish EMD for the amount and validity period mentioned in Schedule of Events of this RFP.
- ii. EMD is required to protect the Bank against the risk of Bidder's conduct.
- iii. The EMD should be directly credited to the designated account or it should be in form of Bank Guarantee (as prescribed in **Appendix-P**) issued in favour of State Bank of India by any scheduled commercial bank in India. In case, SBI is the sole banker of the Bidder, a Letter of Comfort from SBI would be acceptable.

If EMD is directly credited to designated account, proof of remittance of EMD in the designated account should be enclosed with the technical bid. However, if EMD is in form of Bank Guarantee, scanned copy of original EMD Bank Guarantee

should be uploaded on portal of e-Procurement agency along with technical bid. Original EMD Bank Guarantee should be delivered through registered post/courier or given in person to the Bank at the address specified in Schedule of Event Sl. No. 1, within the bid submission date and time for the RFP.

- iv. Any Bid not accompanied by EMD for the specified amount and not submitted to the Bank as mentioned in this RFP will be rejected as non-responsive.
- v. The EMD of the unsuccessful Bidder(s) would be refunded/returned by the Bank within 2 weeks of the Bidder being notified as being unsuccessful.
- vi. The EMD of successful Bidder will be discharged upon the Bidder signing the Contract and furnishing the Bank Guarantee for the amount and validity as mentioned in this RFP, which should be strictly on the lines of format placed at **Appendix-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 accept Purchase Order and/or sign the Contract with the Bank or furnish Bank Guarantee, within the specified time period in the RFP.
- ix. If EMD is forfeited for any reasons mentioned above, the concerned Bidder may be debarred from participating in the RFPs floated by the Bank/this department, in future, as per sole discretion of the Bank.

10. BID PREPARATION AND SUBMISSION:

- i. The Bid is to be submitted separately for technical and Price on portal of e-Procurement agency for **providing of Cash Management Solution** in response to the **RFP No. 961 dated 03.08.2023**. Documents mentioned below are to be uploaded on portal of e-Procurement agency with digital signature of authorised signatory:
 - (a) Index of all the documents, letters, bid forms etc. submitted in response to RFP along with page numbers.

- (b) Bid covering letter/Bid form on the lines of **Appendix-A** on Bidder's letter head.
 - (c) Proof of remittance of EMD (if directly credited in designated account) and Tender Fee as specified in this document. In case, EMD is submitted in form of BG, scanned copy of original BG should be uploaded subject to compliance of requirement mentioned in clause no 11(ii).
 - (d) Specific response with supporting documents in respect of Eligibility Criteria as mentioned in **Appendix-B** and technical eligibility criteria on the lines of **Appendix-C**.
 - (e) Bidder's details as per **Appendix-D** on Bidder's letter head.
 - (f) Audited financial statement and profit and loss account statement as mentioned in Part-II.
 - (g) A copy of board resolution along with copy of power of attorney (POA wherever applicable) showing that the signatory has been duly authorized to sign the Bid document.
 - (h) If applicable, scanned copy of duly stamped and signed Pre-Contract Integrity Pact subject to compliance of requirement mentioned in clause no 11(ii).
 - (i) If applicable, copy of registration certificate issued by competent authority as mentioned in Sl. No 2 of Eligibility Criteria under Appendix-B.
- ii. **Price Bid** for providing of Cash Management Solution in response to the **RFP No. 961** dated **03.08.2023** should contain only Price Bid strictly on the lines of **Appendix-F**. The Price must include all the price components mentioned. Prices are to be quoted in Indian Rupees only.

iii. Bidders may please note:

- (a) The Bidder should quote for the entire package on a single responsibility basis for Services it proposes to provide.
- (b) While submitting the Technical Bid, literature on the Services should be segregated and kept together in one section.
- (c) Care should be taken that the Technical Bid shall not contain any price information. Such proposal, if received, will be rejected.
- (d) The Bid document shall be complete in accordance with various clauses of the RFP document or any addenda/corrigenda or clarifications issued in connection thereto, duly signed by the authorized representative of the Bidder. Board resolution authorizing representative to Bid and make commitments on behalf of the Bidder is to be attached.
- (e) It is mandatory for all the Bidders to have class-III Digital Signature Certificate (DSC) (in the name of person who will sign the Bid) from any of the licensed certifying agency to participate in this RFP. DSC should be in the name of the

authorized signatory. It should be in corporate capacity (that is in Bidder capacity).

- (f) Bids are liable to be rejected if only one Bid (i.e. Technical Bid or Price Bid) is received.
- (g) If deemed necessary, the Bank may seek clarifications on any aspect from the Bidder. However, that would not entitle the Bidder to change or cause any change in the substances of the Bid already submitted or the price quoted.
- (h) The Bidder may also be asked to give presentation for the purpose of clarification of the Bid.
- (i) The Bidder must provide specific and factual replies to the points raised in the RFP.
- (j) The Bid shall be typed or written and shall be digitally signed by the Bidder or a person or persons duly authorized to bind the Bidder to the Contract.
- (k) All the enclosures (Bid submission) shall be serially numbered.
- (l) Bidder(s) should prepare and submit their online Bids well in advance before the prescribed date and time to avoid any delay or problem during the bid submission process. The Bank shall not be held responsible for any sort of delay or the difficulties faced by the Bidder(s) during the submission of online Bids.
- (m) Bidder(s) should ensure that the Bid documents submitted should be free from virus and if the documents could not be opened, due to virus or otherwise, during Bid opening, the Bid is liable to be rejected.
- (n) The Bank reserves the right to reject Bids not conforming to above.

11. DEADLINE FOR SUBMISSION OF BIDS:

- i. Bids must be submitted online on portal of e-Procurement agency by the date and time mentioned in the “Schedule of Events”.
- ii. Wherever applicable, the Bidder shall submit the original EMD Bank Guarantee and Pre-Contract Integrity Pact together with their respective enclosures and seal it in an envelope and mark the envelope as “Technical Bid”. The said envelope shall clearly bear the name of the project and name and address of the Bidder. In addition, the last date for bid submission should be indicated on the right and corner of the envelope. The original documents should be submitted within the bid submission date and time for the RFP at the address mentioned in Sl No 1 of Schedule of Events, failing which Bid will be treated as non-responsive.
- iii. 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.
- iv. 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:

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

13. PERIOD OF BID VALIDITY AND VALIDITY OF PRICE QUOTED:

- i. Bid shall remain valid for duration of 9 calendar months from Bid submission date.
- ii. In exceptional circumstances, the Bank may solicit the Bidders' consent to an extension of the period of validity. The request and the responses thereto shall be made in writing. A Bidder is free to refuse the request. However, in such case, the Bank will not forfeit its EMD. However, any extension of validity of Bids or price will not entitle the Bidder to revise/modify the Bid document.
- iii. Once Purchase Order or Letter of Intent is issued by the Bank, the said price will remain fixed for the entire Contract period and shall not be subjected to variation on any account, including exchange rate fluctuations and custom duty. A Bid submitted with an adjustable price quotation will be treated as non-responsive and will be rejected.

14. BID INTEGRITY:

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

15. BIDDING PROCESS/OPENING OF TECHNICAL BIDS:

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

17. EVALUATION OF PRICE BIDS AND FINALIZATION:

- i. The price Bid(s) of only those Bidders, who are short-listed after technical evaluation, would be opened. The minimum qualifying score for being technically qualified would be 70% of the total technical score.
- ii. After opening the price bid, scores of both technical and commercial evaluations would be calculated on 70:30 basis (70% weightage to technical and 30% weightage to commercial).
- iii. Successful Bidder will be selected based on techno-commercial evaluation as quoted in Appendix-Q.
- iv. Errors, if any, in the price breakup format will be rectified as under:
 - (a) If there is a discrepancy between the unit price and total price which is obtained by multiplying the unit price with quantity, the unit price shall prevail and the total price shall be corrected unless it is a lower figure. If the Bidder does not accept the correction of errors, the Bid will be rejected.
 - (b) If there is a discrepancy in the unit price quoted in figures and words, the unit price in figures or in words, as the case may be, which corresponds to the total Bid price for the Bid shall be taken as correct.
 - (c) If the Bidder has not worked out the total Bid price or the total Bid price does not correspond to the unit price quoted either in words or figures, the unit price quoted in words shall be taken as correct.
 - (d) The Bidder should quote for all the items/services desired in this RFP. In case, prices are not quoted by any Bidder for any specific product and / or service, for the purpose of evaluation, the highest of the prices quoted by other Bidders participating in the bidding process will be reckoned as the notional price for that service, for that Bidder. However, if selected, at the time of award of Contract, the lowest of the price(s) quoted by other Bidders (whose Price Bids are also opened) for that service will be reckoned. This shall be binding on all the Bidders. However, the Bank reserves the right to reject all such incomplete Bids.

(e) The detailed evaluation process is enumerated in Appendix Q.

18. CONTACTING THE BANK:

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

19. AWARD CRITERIA AND AWARD OF CONTRACT:

i. **Applicability of Preference to Make in India, Order 2017 (PPP-MII Order)**

Guidelines on Public Procurement (Preference to Make in India), Order 2017 (PPP-MII Order) and any revision thereto will be applicable for this RFP. As the evaluation of successful bidder is on the basis of TC1, margin of purchase preference to Class-I local supplier shall not be applicable under this RFP.

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

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

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

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

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

“**Minimum Local content**” for the purpose of this RFP, the ‘local content’ requirement to categorize a supplier as ‘Class-I local supplier’ is minimum 50%. For ‘Class-II local supplier’, the ‘local content’ requirement is minimum 20%. If Nodal Ministry/Department has prescribed different percentage of minimum ‘local content’ requirement to categorize a supplier as ‘Class-I local supplier’/ ‘Class-II local supplier’, same shall be applicable.

ii. **Verification of local content**

The ‘Class-I local supplier’/ ‘Class-II local supplier’ at the time of submission of bid shall be required to provide a certificate as per **Appendix-G** from the statutory auditor or cost auditor of the company (in the case of companies) or from a practicing cost accountant or practicing chartered accountant (in respect of suppliers other than companies) giving the percentage of local content requirement for ‘Class-I local supplier’/ ‘Class-II local supplier’ as the case may be.

- iii. Bank will notify successful Bidder in writing by way of issuance of purchase order through letter or fax/email that its Bid has been accepted. The selected Bidder has to return the duplicate copy of the same to the Bank within **7 working days**, duly Accepted, Stamped and Signed by Authorized Signatory in token of acceptance.
- iv. The successful Bidder will have to submit Non-disclosure Agreement, Bank Guarantee for the amount and validity as desired in this RFP and strictly on the lines of format given in Appendix of this RFP together with acceptance of all terms and conditions of RFP.
- v. Copy of board resolution and power of attorney (POA wherever applicable) showing that the signatory has been duly authorized to sign the acceptance letter, contract and NDA should be submitted.
- vi. The successful Bidder shall be required to enter into a Contract with the Bank and submit the Bank Guarantee, within 30 days from issuance of Purchase Order or within such extended period as may be decided by the Bank.
- vii. Till execution of a formal contract, the RFP, along with the Bank’s notification of award by way of issuance of purchase order and Service Provider’s acceptance thereof, would be binding contractual obligation between the Bank and the successful Bidder.
- 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 BG.
- x. Upon notification of award to the successful Bidder, the Bank will promptly notify the award of contract to the successful Bidder on the Bank's website. The EMD of each unsuccessful Bidder will be discharged and returned.

20. POWERS TO VARY OR OMIT WORK:

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

21. WAIVER OF RIGHTS:

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

22. CONTRACT AMENDMENT:

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

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

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

24. BANK GUARANTEE:

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

25. SYSTEM INTEGRATION TESTING & USER ACCEPTANCE TESTING:

Service Provider should integrate the software with the existing systems as per requirement 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 Service Provider 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 Service Provider. Service Provider should carry out other testing like resiliency/benchmarking/load etc. Service Provider should submit result log for all testing to the Bank.

Systems Integration testing and User Acceptance testing are not only limited to the integration of the service providers solution with consuming applications, but also the integration between the various components of the solution.

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

26. SERVICES:

- i. All professional services necessary to successfully implement the proposed Software Solution will be part of the RFP/Contract.
- 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 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 Service

Provider/ OEM or as per requirements of the Bank, in a timely manner. 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.
- viii. Bidder shall provide maintenance support for Hardware// Software/ Operating System/ Middleware over the entire period of contract.
- ix. All product updates, upgrades & patches shall be provided by the Bidder/ Service Provider free of cost and in a timely manner during warranty and AMC/ ATS/ S&S period.
- x. Bidder shall provide legally valid Software Solution. The detailed information on license count and type of license shall also be provided to the Bank.
- xi. The Bidder shall keep the Bank explicitly informed the end of support dates on related products/hardware/firmware and should ensure support during warranty and AMC/ATS/S&S.

27. WARRANTY AND ANNUAL MAINTENANCE CONTRACT:

- i. The selected Bidder shall support the Software Solution during the period of warranty and AMC 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 warranty and AMC period, 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, Service Provider 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 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. Support (Warranty/ AMC) would be on-site and comprehensive in nature and must have back to back support from the OEM/Service Provider. Service Provider will warrant products against defects arising out of faulty design etc. during the specified support period.
- vi. 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
- vii. Prompt support shall be made available as desired in this RFP during the support period at the locations as and when required by the Bank.
- viii. The Bidder shall be agreeable for on-call/on-site support during peak weeks (last and first week of each month) and at the time of switching over from PR to DR and vice-versa. No extra charge shall be paid by the Bank for such needs, if any, during the support period.
- ix. Bidder support staff should be well trained to effectively handle queries raised by the customers/employees of the Bank.
- x. Updated escalation matrix shall be made available to the Bank once in each quarter and each time the matrix gets changed.

28. PENALTIES:

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

29. RIGHT TO VERIFICATION:

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

30. INSPECTION AND TESTING:

- i. The Bank reserves the right to carry out pre-shipment inspection or demand a demonstration of the product on a representative model at Service Provider's location.
- ii. The inspection and test prior to dispatch of the product/at the time of final acceptance would be as follows:
 - (a) Service Provider shall intimate the Bank before dispatching products for conducting inspection and testing.
 - (b) The inspection and acceptance test may also be conducted at the point of delivery and / or at the products' 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 Service Provider 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 Service Provider.
- 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 Service Provider 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.

31. RIGHT TO AUDIT:

- i. The Selected Bidder (Service Provider) shall be subject to annual audit by internal/ external Auditors appointed by the Bank/ inspecting official from the Reserve Bank of India or any regulatory authority, covering the risk parameters finalized by the Bank/ such auditors in the areas of products (IT hardware/ Software) and services etc. provided to the Bank and Service Provider is required to submit such certification by such Auditors to the Bank. Service Provider and or his / their outsourced agents / sub – contractors (if allowed by the Bank) shall facilitate the same The Bank can make its expert assessment on the efficiency and effectiveness of the security, control, risk management, governance system and process created by 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. Except for the audit done by Reserve Bank of India or any statutory/regulatory authority, the Bank shall provide reasonable notice not less than 7 (seven) days to Service Provider before such audit and same shall be conducted during normal business hours.
- ii. Where any deficiency has been observed during audit of 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 further agrees that whenever required by the Bank, it will furnish all relevant information, records/data to such auditors and/or inspecting officials of the Bank/Reserve Bank of India and/or any regulatory authority(ies). The Bank reserves the right to call for and/or retain any relevant information /audit reports on financial and security review with their findings undertaken by the Service Provider. However, Service Provider shall not be obligated to provide records/data not related to Services under the Agreement (e.g. internal cost breakup etc.).

32. SUBCONTRACTING:

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

33. VALIDITY OF AGREEMENT:

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

34. LIMITATION OF LIABILITY:

- i. The maximum aggregate liability of Service Provider, subject to clause 34 (iii), in respect of any claims, losses, costs or damages arising out of or in connection with this RFP/Agreement shall not exceed the total Project Cost.
- ii. Under no circumstances shall either Party be liable for any indirect, consequential or incidental losses, damages or claims including loss of profit, loss of business or revenue.
- iii. The limitations set forth herein shall not apply with respect to:
 - a) claims that are the subject of indemnification pursuant to infringement of third party Intellectual Property Right;
 - b) damage(s) occasioned by the Gross Negligence or Willful Misconduct of Service Provider,
 - c) damage(s) occasioned by Service Provider for breach of Confidentiality Obligations,
 - d) Regulatory or statutory fines imposed by a Government or Regulatory agency for non-compliance of statutory or regulatory guidelines applicable to the Bank, provided such guidelines were brought to the notice of Service Provider.

For the purpose of clause 34(iii)(b) **“Gross Negligence”** means any act or failure to act by a party which was in reckless disregard of or gross indifference to the obligation of the party under this Agreement and which causes injury, damage to life, personal safety, real property, harmful consequences to the other party, which such party knew, or would have known if it was acting as a reasonable person, would result from such act or failure to act for which such Party is legally liable. Notwithstanding the forgoing, Gross Negligence shall not include any action taken in good faith.

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

35. CONFIDENTIALITY:

Confidentiality obligation shall be as per Non-disclosure agreement and clause 15 of Service Level Agreement placed as Appendix to this RFP.

36. DELAY IN SERVICE PROVIDER'S PERFORMANCE:

- i. Delivery, installation, commissioning of the Software Solution and performance of Services shall be made by Service Provider within the timelines prescribed in Part II of this RFP.
- ii. If at any time during performance of the Contract, Service Provider should encounter conditions impeding timely delivery of the Software Solution and performance of Services, Service Provider 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 Service Provider's notice, the Bank shall evaluate the situation and may, at its discretion, extend Service Providers' time for performance, in which case, the extension shall be ratified by the parties by amendment of the Contract.
- iii. Any delay in performing the obligation/ defect in performance by Service Provider may result in imposition of penalty, liquidated damages, invocation of Bank Guarantee and/or termination of Contract (as laid down elsewhere in this RFP document).

37. SERVICE PROVIDER'S OBLIGATIONS:

- i. Service Provider is responsible for and obliged to conduct all contracted activities in accordance with the Contract using state-of-the-art methods and economic principles and exercising all means available to achieve the performance specified in the Contract.
- ii. Service Provider is obliged to work closely with the Bank's staff, act within its own authority and abide by directives issued by the Bank from time to time and complete implementation activities.
- iii. Service Provider will abide by the job safety measures prevalent in India and will free the Bank from all demands or responsibilities arising from accidents or loss of life, the cause of which is Service Provider's negligence. Service Provider will pay all indemnities arising from such incidents and will not hold the Bank responsible or obligated.
- iv. Service Provider is responsible for activities of its personnel or sub-contracted personnel (where permitted) and will hold itself responsible for any misdemeanors.
- v. Service Provider shall treat as confidential all data and information about the Bank, obtained in the process of executing its responsibilities, in strict confidence and will

not reveal such information to any other party without prior written approval of the Bank as explained under ‘Non-Disclosure Agreement’ in **Appendix-L** of this RFP.

38. TECHNICAL DOCUMENTATION:

- i. Service Provider 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 (including but not limited to Solution Design Document, Integration Document, Network design and diagram, API Service Catalogue, Deployment Architecture document, Tech stack, data flow diagram, data dictionary), process documents (including SOPs for Change Management), technical manuals (including SOPs for IT Operations), functional specification, software requirement specification, on-line tutorials/ CBTs, system configuration documents, system/database administrative documents, debugging/diagnostics documents, test procedures (including, but not limited to Test Case document, Test Case Result document, SIT exit reports for each change request) etc.
- ii. Service Provider 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. Service Provider shall also provide the MIS reports, data flow documents, data register and data dictionary 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 Service Provider to the Bank, free of cost in timely manner.

39. INTELLECTUAL PROPERTY RIGHTS AND OWNERSHIP:

- i. For any technology / Software / solution developed/used/supplied by Service Provider for performing Services or licensing and implementing Software and solution for the Bank as part of this RFP, Service Provider shall have right to use as well right to license for the outsourced services or third party product. The Bank shall not be liable for any license or IPR violation on the part of Service provider.
- ii. Without the Bank’s prior written approval, Service provider will not, in performing the Services, use or incorporate, link to or call or depend in any way upon, any software or other intellectual property that is subject to an Open Source or Copy-left license or any other agreement that may give rise to any third-party claims or to limit the Bank’s rights under this RFP.

- iii. Subject to clause 39 (iv) and 39 (v) of this RFP, Service Provider shall, at its own expenses without any limitation, indemnify and keep fully and effectively indemnified the Bank against all cost, claims, damages, demands, expenses and liabilities whatsoever nature arising out of or in connection with all claims of infringement of Intellectual Property Right, including patent, trademark, copyright, trade secret or industrial design rights of any third party arising from use of the technology / Software / products or any part thereof in India or abroad, for Software licensed/developed as part of this engagement. In case of violation/ infringement of patent/ trademark/ copyright/ trade secret or industrial design or any other Intellectual Property Right of third party, Service Provider shall, after due inspection and testing, without any additional cost (a) procure for the Bank the right to continue to using the Software supplied; or (b) replace or modify the Software to make it non-infringing so long as the replacement to or modification of Software provide substantially equivalent functional, performance and operational features as the infringing Software which is being replaced or modified; or (c) to the extent that the activities under clauses (a) and (b) above are not commercially reasonable, refund to the Bank all amounts paid by the Bank to Service Provider under this RFP/Agreement.
- iv. The Bank will give (a) notice to Service provider of any such claim without delay/provide reasonable assistance to Service provider in disposing of the claim; (b) sole authority to defend and settle such claim and; (c) will at no time admit to any liability for or express any intent to settle the claim provided that (i) Service Provider shall not partially settle any such claim without the written consent of the Bank, unless such settlement releases the Bank fully from such claim, (ii) Service Provider shall promptly provide the Bank with copies of all pleadings or similar documents relating to any such claim, (iii) Service Provider shall consult with the Bank with respect to the defense and settlement of any such claim, and (iv) in any litigation to which the Bank is also a party, the Bank shall be entitled to be separately represented at its own expenses by counsel of its own selection.
- v. Service Provider shall have no obligations with respect to any infringement claims to the extent that the infringement claim arises or results from: (i) Service Provider's compliance with the Bank's specific technical designs or instructions (except where Service Provider knew or should have known that such compliance was likely to result in an infringement claim and Service Provider did not inform the Bank of the same); (ii) any unauthorized modification or alteration of the Software by the Bank or its employee; (iii) failure to implement an update to the licensed software that would have avoided the infringement, provided Service Provider has notified the Bank in writing that use of the update would have avoided the claim.

- vi. Service Provider shall grant the Bank an irrevocable, non-exclusive, unlimited license throughout the territory of India or abroad to access, replicate and use software provided by Service Provider, including all inventions, designs and marks embodied therein perpetually. The source code / object code / executable code and compilation procedures of the Software Solution should be placed under an Escrow arrangement. All necessary documentation in this behalf should be made available to the Bank. In case of Escrow arrangement, complete details and the location and the terms and conditions applicable for escrow must be specified. Any update or upgrade to source code should be informed and brought under Escrow or made available to the Bank.

40. LIQUIDATED DAMAGES:

If the Service Provider fails to deliver product and/or perform any or all the Services within the stipulated time, schedule as specified in this RFP/Agreement, the Bank may, without prejudice to its other remedies under the RFP/Agreement, and unless otherwise extension of time is agreed upon without the application of liquidated damages, deduct from the Project Cost, as liquidated damages a sum equivalent to 0.5% of total Project Cost for delay of each week or part thereof maximum up to 5% of total Project Cost. Once the maximum deduction is reached, the Bank may consider termination of the Agreement.

41. CONFLICT OF INTEREST:

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

common controlling shareholders or other ownership interest; provided that this disqualification shall not apply in cases where the direct or indirect shareholding of a Bidder, its Member or an Associate thereof (or any shareholder thereof having a shareholding of more than 5% (five per cent) of the paid up and subscribed share capital of such Bidder, Member or Associate, as the case may be) in the other Bidder, its Member or Associate, has less than 5% (five per cent) of the subscribed and paid up equity share capital thereof; provided further that this disqualification shall not apply to any ownership by a bank, insurance company, pension fund or a public financial institution referred to in section 2(72) of the Companies Act, 2013. For the purposes of this Clause, indirect shareholding held through one or more intermediate persons shall be computed as follows: (aa) where any intermediary is controlled by a person through management control or otherwise, the entire shareholding held by such controlled intermediary in any other person (the “Subject Person”) shall be taken into account for computing the shareholding of such controlling person in the Subject Person; and (bb) subject always to sub-clause (aa) above, where a person does not exercise control over an intermediary, which has shareholding in the Subject Person, the computation of indirect shareholding of such person in the Subject Person shall be undertaken on a proportionate basis; provided, however, that no such shareholding shall be reckoned under this sub-clause (bb) if the shareholding of such person in the intermediary is less than 26% of the subscribed and paid up equity shareholding of such intermediary; or

- (b) a constituent of such Bidder is also a constituent of another Bidder; or
 - (c) such Bidder, its Member or any Associate thereof receives or has received any direct or indirect subsidy, grant, concessional loan or subordinated debt from any other Bidder, its Member or Associate, or has provided any such subsidy, grant, concessional loan or subordinated debt to any other Bidder, its Member or any Associate thereof; or
 - (d) such Bidder has the same legal representative for purposes of this Bid as any other Bidder; or
 - (e) such Bidder, or any Associate thereof, has a relationship with another Bidder, or any Associate thereof, directly or through common third party/ parties, that puts either or both of them in a position to have access to each other’s information about, or to influence the Bid of either or each other; or
 - (f) such Bidder or any of its affiliates thereof has participated as a consultant to the Bank in the preparation of any documents, design or technical specifications of the RFP.
- iii. For the purposes of this RFP, Associate means, in relation to the Bidder, a person who controls, is controlled by, or is under the common control with such Bidder (the “Associate”). As used in this definition, the expression “control” means, with

respect to a person which is a company or corporation, the ownership, directly or indirectly, of more than 50% (fifty per cent) of the voting shares of such person, and with respect to a person which is not a company or corporation, the power to direct the management and policies of such person by operation of law or by contract.

42. CODE OF INTEGRITY AND DEBARMENT/BANNING:

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

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

v. Debarment/Banning

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

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

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

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

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

(b) Debarment from participation including removal from empaneled list

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

- Without prejudice to the rights of the Bank under Clause 42(i) hereinabove, if a Bidder is found by the Bank to have directly or indirectly or through an agent, engaged or indulged in any corrupt/fraudulent/coercive/undesirable or restrictive practices during the bidding Process, such Bidder shall not be eligible to participate in any EOI/RFP issued by the Bank during a period of 2 (two) years from the date of debarment.
- Vendor fails to abide by the terms and conditions or to maintain the required technical/operational staff/equipment or there is change in its production/service line affecting its performance adversely, or fails to cooperate or qualify in the review for empanelment;
- If Vendor ceases to exist or ceases to operate in the category of requirements for which it is empaneled;
- Bankruptcy or insolvency on the part of the vendor as declared by a court of law; or
- Banning by Ministry/Department or any other Government agency;
- Other than in situations of force majeure, technically qualified Bidder withdraws from the procurement process or after being declared as successful bidder: (i) withdraws from the process; (ii) fails to enter into a Contract; or (iii) fails to provide performance guarantee or any other document or security required in terms of the RFP documents;
- If the Central Bureau of Investigation/CVC/C&AG or Vigilance Department of the Bank or any other investigating agency recommends such a course in respect of a case under investigation;
- Employs a Government servant or the Bank's Officer within two years of his retirement, who has had business dealings with him in an official capacity before retirement; or

- Any other ground, based on which the Bank considers, that continuation of Contract is not in public interest.
- If there is strong justification for believing that the partners/directors/proprietor/agents of the firm/company have been guilty of violation of the code of integrity or Integrity Pact (wherever applicable), evasion or habitual default in payment of any tax levied by law; etc.

(c) **Banning from Ministry/Country-wide procurements**

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

43. TERMINATION FOR DEFAULT:

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

Prior to providing a written notice of termination to Service Provider under clause 43 (i) (a) to 43 (i) (c), the Bank shall provide Service Provider with a written notice of 30 (thirty) days to cure such breach of the Agreement. If the breach continues or remains unrectified after expiry of cure period, the Bank shall have right to initiate action in accordance with above clause.

- ii. In the event the Bank terminates the Contract in whole or in part for the breaches attributable to Service Provider, the Bank may procure, upon such terms and in such manner as it deems appropriate, software and Services similar to those undelivered, and subject to limitation of liability clause of this RFP Service Provider shall be liable to the Bank for any increase in cost for such similar Software Solution and/or Services. However, Service Provider shall continue performance of the Contract to the extent not terminated.

- iii. If the Contract is terminated under any termination clause, Service Provider shall handover all documents/ executable/ Bank's data or any other relevant information to the Bank in timely manner and in proper format as per scope of this RFP and shall also support the orderly transition to another vendor or to the Bank.
- iv. During the transition, Service Provider shall also support the Bank on technical queries/support on process implementation 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 specified in this RFP.
- 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 the Agreement until a 'New Service Provider' completely takes over the work. During the transition phase, the existing Service Provider shall render all reasonable assistance to the new Service Provider within such period prescribed by the Bank, at no extra cost to the Bank, for ensuring smooth switch over and continuity of services, provided where transition services are required by the Bank or New Service Provider beyond the term of this Agreement, reasons for which are not attributable to Service Provider, payment shall be made to Service Provider for such additional period on the same rates and payment terms as specified in this Agreement. If existing Service Provider is breach of this obligation, they shall be liable for paying a penalty of 10% of the total Project Cost on demand to the Bank, which may be settled from the payment of invoices or Bank Guarantee for the contracted period or by invocation of Bank Guarantee.

44. FORCE MAJEURE:

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

45. TERMINATION FOR INSOLVENCY:

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

46. TERMINATION FOR CONVENIENCE:

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

invoked by the Bank before completion of half of the total Contract period (including the notice period).

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

47. DISPUTES / ARBITRATION (APPLICABLE IN CASE OF SUCCESSFUL BIDDER ONLY):

- i. All disputes or differences whatsoever arising between the parties out of or in connection with the Contract (including dispute concerning interpretation) or in discharge of any obligation arising out of the Contract (whether during the progress of work or after completion of such work and whether before or after the termination of the Contract, abandonment or breach of the Contract), shall be settled amicably. If however, the parties are not able to solve them amicably within 30 (thirty) days after dispute occurs as evidenced through the first written communication from any Party notifying the other regarding the disputes, either party (SBI or Service Provider), 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 an arbitration panel; 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 and arbitration proceeding shall be conducted in accordance with Arbitration and Conciliation Act 1996 and any amendment thereto. Any appeal will be subject to the exclusive jurisdiction of courts at Mumbai.
- ii. Service Provider 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.
- iii. 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.

48. GOVERNING LANGUAGE:

The governing language shall be English.

49. 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.

50. TAXES AND DUTIES:

- i. Service Provider shall be liable to pay all corporate taxes and income tax that shall be levied according to the laws and regulations applicable from time to time in India and the price Bid by Service Provider shall include all such taxes in the quoted price.
- ii. Prices quoted should be exclusive of all Central / State Government taxes/duties and levies but inclusive of all corporate taxes and 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 GST etc. should be specified in the separate sheet (**Appendix-F**).
- iii. Custom duty as also cost of incidental services such as transportation, road permits, insurance etc. in connection with delivery of products at site including any incidental services and commissioning, if any, which may be levied, shall be borne by Service Provider and the Bank shall not be liable for the same. Only specified taxes/ levies and duties in the **Appendix-F** will be payable by the Bank on actuals upon production of original receipt wherever required. If any specified taxes/ levies and duties in **Appendix-F** are replaced by the new legislation of Government, same shall be borne by the Bank. The Bank shall not be liable for payment of those Central / State Government taxes, levies, duties or any tax/ duties imposed by local bodies/ authorities, which are not specified by the Bidder in **Appendix-F**
- iv. Prices payable to Service Provider as stated in the Contract shall be firm and not subject to adjustment during performance of the Contract, irrespective of reasons whatsoever, including exchange rate fluctuations, any upward revision in Custom duty.
- v. Income / Corporate Taxes in India: The Bidder shall be liable to pay all corporate taxes and income tax that shall be levied according to the laws and regulations applicable from time to time in India and the price Bid by the Bidder shall include all such taxes in the contract price.
- vi. All expenses, stamp duty and other charges/ expenses in connection with the execution of the Agreement as a result of this RFP process shall be borne by Service Provider. The Agreement/ Contract would be stamped as per Maharashtra Stamp Act, 1958 and any amendment thereto.

51. TAX DEDUCTION AT SOURCE:

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

52. TENDER FEE:

Non-refundable Tender Fee should be directly credited to the designated account as mentioned in Schedule of Events. Proof of remittance of Tender Fee in the designated account should be enclosed with the technical bid. The Bids without tender fee will not be considered valid.

53. NOTICES:

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

Part-II

Appendix-A

BID FORM (TECHNICAL BID)

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

Date: _____

To:

< Address of tendering office >

Dear Sir,

Ref: RFP No. SBI/GITC/CMP & SCFU/2023-24/961 dated 03/08/2023

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We have examined the above RFP, the receipt of which is hereby duly acknowledged and subsequent pre-bid clarifications/ modifications / revisions, if any, furnished by the Bank and we offer to 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.

i. While submitting this Bid, we certify that:

- The undersigned is authorized to sign on behalf of the Bidder and the necessary support document delegating this authority is enclosed to this letter.
- We declare that we are not in contravention of conflict-of-interest obligation mentioned in this RFP.
- Prices submitted by us have been arrived at without agreement with any other Bidder of this RFP for the purpose of restricting competition.
- The prices submitted by us have not been disclosed and will not be disclosed to any other Bidder responding to this RFP.
- We have not induced or attempted to induce any other Bidder to submit or not to submit a Bid for restricting competition.
- We have quoted for all the products/services mentioned in this RFP in our price Bid.
- The rate quoted in the price Bids are as per the RFP and subsequent pre-Bid clarifications/ modifications/ revisions furnished by the Bank, without any exception.

- ii. We undertake that, in competing for (and, if the award is made to us, in executing) the above contract, we will strictly observe the laws against fraud and corruption in force in India namely “Prevention of Corruption Act 1988”.
- iii. We undertake that we will not offer, directly or through intermediaries, any bribe, gift, consideration, reward, favour, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any official of the Bank, connected directly or indirectly with the bidding process, or to any person, organisation or third party related to the contract in exchange for any advantage in the bidding, evaluation, contracting and implementation of the contract.
- iv. We undertake that we will not resort to canvassing with any official of the Bank, connected directly or indirectly with the bidding process to derive any undue advantage. We also understand that any violation in this regard, will result in disqualification of bidder from further bidding process.
- v. It is further certified that the contents of our Bid are factually correct. We have not sought any deviation to the terms and conditions of the RFP. We also accept that in the event of any information / data / particulars proving to be incorrect, the Bank will have right to disqualify us from the RFP without prejudice to any other rights available to the Bank.
- vi. We certify that while submitting our Bid document, we have not made any changes in the contents of the RFP document, read with its amendments/clarifications provided by the Bank.
- vii. We agree to abide by all the RFP terms and conditions, contents of Service Level Agreement as per template available at **Appendix-K** of this RFP and the rates quoted therein for the orders awarded by the Bank up to the period prescribed in the RFP, which shall remain binding upon us.
- viii. Till execution of a formal contract, the RFP, along with the Bank’s notification of award by way of issuance of purchase order and our acceptance thereof, would be binding contractual obligation on the Bank and us.
- ix. We understand that you are not bound to accept the lowest or any Bid you may receive, and you may reject all or any Bid without assigning any reason or giving any explanation whatsoever.
- x. We hereby certify that our name does not appear in any “Caution” list of RBI / IBA or any other regulatory body for outsourcing activity.

- xi. We hereby certify that on the date of submission of Bid for this RFP, we do not have any past/ present litigation which adversely affect our participation in this RFP, or we are not under any debarment/blacklist period for breach of contract/fraud/corrupt practices by any Scheduled Commercial Bank/ Public Sector Undertaking/ State or Central Government or their agencies/departments.
- xii. We hereby certify that we (participating in RFP as OEM)/ our OEM have a support center and level 3 escalation (highest) located in India.
- xiii. We hereby certify that on the date of submission of Bid, we do not have any Service Level Agreement pending to be signed with the Bank for more than 6 months from the date of issue of purchase order.
- xiv. We hereby certify that we have read the clauses contained in O.M. No. 6/18/2019-PPD, dated 23.07.2020 order (Public Procurement No. 1), order (Public Procurement No. 2) dated 23.07.2020 and order (Public Procurement No. 3) dated 24.07.2020 regarding restrictions on procurement from a bidder of a country which shares a land border with India. We further certify that we and our OEM are not from such a country or if from a country, has been registered with competent authority. We certify that we and our OEM fulfil all the requirements in this regard and are eligible to participate in this RFP.
- xv. If our Bid is accepted, we undertake to enter into and execute at our cost, when called upon by the Bank to do so, a contract in the prescribed form and we shall be solely responsible for the due performance of the contract.
- xvi. We, further, hereby undertake and agree to abide by all the terms and conditions stipulated by the Bank in the RFP document.

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

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

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

(In the capacity of)

Duly authorised to sign Bid for and on behalf of

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

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

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

| <b>S. No.</b> | <b>Eligibility Criteria</b>                                                                                                                                                                                                                                              | <b>Compliance (Yes/No)</b> | <b>Documents to be submitted</b>                                                                                                                                           |
|---------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| 1.            | The Bidder must be an Indian Company/ LLP /Partnership firm registered under applicable Act in India.                                                                                                                                                                    |                            | Certificate of Incorporation issued by Registrar of Companies and full address of the registered office along with Memorandum & Articles of Association/ Partnership Deed. |
| 2.            | The Bidder (including its OEM, if any) must comply with the requirements contained in O.M. No. 6/18/2019-PPD, dated 23.07.2020 order (Public Procurement No. 1), order (Public Procurement No. 2) dated 23.07.2020 and order (Public Procurement No. 3) dated 24.07.2020 |                            | Bidder should specifically certify in <b>Appendix-A</b> in this regard and provide copy of registration certificate issued by competent authority wherever applicable.     |
| 3.            | The Bidder must have an average turnover of minimum Rs.130 crore during last 03 (three) financial year(s) i.e., FY 2022, FY 2021 and FY 2020.                                                                                                                            |                            | Copy of the audited financial statement for required financial years. (Certificate from statutory auditor for preceding/current ____ year may be submitted.)               |
| 4.            | The Bidder should be profitable organization on the basis of profit before tax (PBT) for last 3 (three) financial years mentioned in para 3 above.                                                                                                                       |                            | Copy of the audited financial statement along with profit and loss statement for corresponding years and / or Certificate of the statutory auditor.                        |
| 5             | Proposed cash management solution of OEM should have been deployed (with at least one component Payments,                                                                                                                                                                |                            | Copy of the order and / or Certificate of completion of the work. The Bidder should also furnish user acceptance report.                                                   |



|    |                                                                                                                                                                                                                                                                                                                         |  |                                                                                                                                                                                  |
|----|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
|    | Collections, Mandates) in minimum 3 Scheduled Commercial Banks having at least Rs. 50,000 crore deposits in India                                                                                                                                                                                                       |  | Work order copy with CA certificate should be submitted                                                                                                                          |
| 6  | System Integrator/ Authorized Partner of OEM should have experience of minimum 1 project for installation, integration, implementation and support for at least one component of proposed cash management solution of the OEM in any Scheduled Commercial Bank.                                                         |  | Copy of the order and / or Certificate of completion of the work. The Bidder should also furnish user acceptance report. Work order copy with CA certificate should be submitted |
| 7  | OEM or System integrator/ Authorized Partner of OEM should have experience of minimum five years in installation, integration, implementation and support involving multiple products/ solutions in IT projects like Core banking, Cash management platform, or Internet banking at Scheduled Commercial Banks in India |  | Copy of the order and / or Certificate of completion of the work. The Bidder should also furnish user acceptance report. Work order copy with CA certificate should be submitted |
| 8. | The Bidder (including its OEM, if any) should either be Class-I or Class-II local supplier as defined under this RFP.                                                                                                                                                                                                   |  | Certificate of local content to be submitted as per <b>Appendix-G</b> .                                                                                                          |
| 9. | Client references and contact details (email/ landline/ mobile) of customers for whom the Bidder has executed or is executing similar projects in India.<br>(Start and End Date of the Project to be mentioned) in the past (At least 3 client references are required)                                                 |  | Bidder should specifically confirm on their letter head in this regard as per <b>Appendix-N</b>                                                                                  |

|     |                                                                                                                                                                                                                                                                               |  |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              |
|-----|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| 10. | Bidder must have ISO9001 or (SEI) CMMI level 3 or above certification or IEC27001 or above certificate and the certificate should be valid as on date of bid submission                                                                                                       |  | Copy of the Valid Certificate(s) to be provided                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              |
| 11. | Past/present litigations, disputes, if any (Adverse litigations could result in disqualification, at the sole discretion of the Bank)                                                                                                                                         |  | Brief details of litigations, disputes related to product/services being procured under this RFP or infringement of any third party Intellectual Property Rights by prospective Bidder/ OEM or disputes among Bidder's board of directors, liquidation, bankruptcy, insolvency cases or cases for debarment/blacklisting for breach of contract/fraud/corrupt practices by any Scheduled Commercial Bank/ Public Sector Undertaking / State or Central Government or their agencies/ departments or any such similar cases, if any are to be given on Company's letter head. |
| 12. | Bidders should not be under debarment/blacklist period for breach of contract/fraud/corrupt practices by any Scheduled Commercial Bank/ Public Sector Undertaking / State or Central Government or their agencies/ departments on the date of submission of bid for this RFP. |  | Bidder should specifically certify in <b>Appendix-A</b> in this regard.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      |
| 13. | The bidder, if participating as Channel Partner of any OEM, then OEM should have a support center and level 3 escalation (highest) located in India.<br>For OEMs, directly participating, the conditions mentioned above for support center remain applicable.                |  | Bidder should specifically certify in <b>Appendix-A</b> in this regard.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      |

|     |                                                                                                                                                            |  |                                                                         |
|-----|------------------------------------------------------------------------------------------------------------------------------------------------------------|--|-------------------------------------------------------------------------|
| 14. | The Bidder should not have any Service Level Agreement pending to be signed with the Bank for more than 6 months from the date of issue of purchase order. |  | Bidder should specifically certify in <b>Appendix-A</b> in this regard. |
|-----|------------------------------------------------------------------------------------------------------------------------------------------------------------|--|-------------------------------------------------------------------------|

Documentary evidence must be furnished against each of the above criteria along with an index. All documents must be signed by the authorized signatory of the Bidder. Relevant portions, in the documents submitted in pursuance of eligibility criteria, should be highlighted.

**Name & Signature of authorised signatory**

**Seal of Company**

**Appendix-C****Technical & Functional Specifications****FUNCTIONAL REQUIREMENTS**

The functional requirements comprise of **321** features which have been classified into 8 major modules as mentioned below.

| Sr No. | Modules                | # of Features |
|--------|------------------------|---------------|
| 1      | Collections            | 48            |
| 2      | Payments               | 71            |
| 3      | Mandates               | 44            |
| 4      | Liquidity management   | 10            |
| 5      | Receivables management | 14            |
| 6      | Common services        | 103           |
| 7      | Government             | 31            |
|        | <b>Total</b>           | <b>321</b>    |

Each module has been further bifurcated into sub-modules as per the table given below:

| Modules              | Sub-modules                         | # of features |
|----------------------|-------------------------------------|---------------|
| 1. Collections       | 1.1 Virtual accounts                | 11            |
|                      | 1.2 Paper based collections         | 7             |
|                      | 1.3 Electronic collections          | 4             |
|                      | 1.4 Agency management               | 9             |
|                      | 1.5 Credit & reporting              | 17            |
| 2. Payments          | 2.1 Electronic payments             | 11            |
|                      | 2.2 Paper based payments            | 14            |
|                      | 2.3 Dividend warrants (DW)          | 12            |
|                      | 2.4 Dashboard and query             | 4             |
|                      | 2.5 Processing                      | 23            |
|                      | 2.6 Beneficiary management          | 7             |
| 3 Mandates           | 3.1 Mandate registration            | 20            |
|                      | 3.2 Mandate Transactions processing | 14            |
|                      | 3.3 Other mandate requirements      | 10            |
| 4. Liquidity mgmt.   | 4.1 Structure creation              | 5             |
|                      | 4.2 Execution                       | 5             |
| 5. Receivables mgmt. | 5.1 Invoice management              | 4             |
|                      | 5.2 Invoice reconciliation          | 6             |
|                      | 5.3 Invoice payments                | 4             |

|                    |                             |            |
|--------------------|-----------------------------|------------|
| 6. Common services | 6.1 Balance & Txn Reporting | 26         |
|                    | 6.2 Reconciliation          | 6          |
|                    | 6.3 Onboarding              | 20         |
|                    | 6.4 Standing instructions   | 2          |
|                    | 6.5 Authorization           | 10         |
|                    | 6.6 Charges & Billing       | 16         |
|                    | 6.7 Front end               | 8          |
|                    | 6.8 Analytics               | 3          |
|                    | 6.9 Grievance redressal     | 4          |
|                    | 6.10 Service Requests       | 3          |
|                    | 6.11 Other requirements     | 5          |
| 7. Government      | 7.1 Onboarding              | 3          |
|                    | 7.2 Processing              | 20         |
|                    | 7.3 Dashboard               | 4          |
|                    | 7.4 Reconciliation          | 2          |
|                    | 7.5 Other Govt features     | 2          |
| <b>Total</b>       |                             | <b>321</b> |

| Sr No.             | Sub-category     | Feature                                                                                                                                                    | Branch portal | Customer portal | Mobile app |
|--------------------|------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------|-----------------|------------|
| <b>COLLECTIONS</b> |                  |                                                                                                                                                            |               |                 |            |
| 1.1.1              | Virtual accounts | Virtual accounts for physical/ electronic collections with VAN enrichment fields.                                                                          | Yes           | Yes             | No         |
| 1.1.2              | Virtual accounts | Static & dynamic virtual accounts creation with variable length as per client's preference.                                                                | Yes           | Yes             | No         |
| 1.1.3              | Virtual accounts | One time VAN/ VAN with expiry date to be supported, no limit/ restriction on number of virtual accounts                                                    | Yes           | Yes             | No         |
| 1.1.4              | Virtual accounts | Balances maintenance & transactions across virtual accounts. Dashboard across virtual accounts should also be available.                                   | Yes           | Yes             | Yes        |
| 1.1.5              | Virtual accounts | VAN creation, modification, deletion and with configuration for amount validation, dealer validation, VAN number validation and any other parameters       | Yes           | Yes             | No         |
| 1.1.6              | Virtual accounts | Integration with channel applications for MIS/Report sharing.                                                                                              | Yes           | Yes             | No         |
| 1.1.7              | Virtual accounts | Virtual account hierarchy creation & maintenance with rolling up of balances                                                                               | Yes           | Yes             | No         |
| 1.1.8              | Virtual accounts | System should support creation of short and long VAN (virtual account numbers) individually and by way of bulk file upload. Short VAN represents corporate | Yes           | Yes             | No         |

|        |                         |                                                                                                                                                                                                                                                                          |     |     |                  |
|--------|-------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----|-----|------------------|
|        |                         | and long VAN represents virtual account holder                                                                                                                                                                                                                           |     |     |                  |
| 1.1.9  | Virtual accounts        | Once Payment is received against a Virtual Account, Solution should be able to identify the underlying actual account number and route the credits accordingly.                                                                                                          | Yes | Yes | Yes              |
| 1.1.10 | Virtual accounts        | VAN product should be able to maintain the VAN wise balance for dealers & dealers should be able to debit VAN i.e. VAN should act like Wallet where dealers can check balance, view debit/credit transactions, make payment etc.                                         | No  | Yes | Yes              |
| 1.1.11 | Virtual accounts        | VAN API integration with clients for sharing of MIS and dealer updation / validation should be seamless without any development at client end.                                                                                                                           | No  | Yes | No               |
| 1.2.1  | Paper based collections | Cash and cheque collections- direct deposition/ through agency- including guaranteed/ on realisation/ deferred credits/ consolidated credits                                                                                                                             | Yes | Yes | No               |
| 1.2.2  | Paper based collections | Cash collected for the corporate is credited into the customer's account at the end-of-day or as per credit arrangement e.g., Day-0,1 (in case of vaulting arrangement)                                                                                                  | Yes | Yes | No               |
| 1.2.3  | Paper based collections | System should have facility to capture denomination details of deposited cash                                                                                                                                                                                            | Yes | Yes | Yes              |
| 1.2.4  | Paper based collections | The application should also be capable of posting these cash/ cheque collection transactions to the CBS                                                                                                                                                                  | Yes | Yes | No               |
| 1.2.5  | Paper based collections | System should support additional information / enrichments capture at Cash Collection and cheque deposition levels                                                                                                                                                       | Yes | Yes | No               |
| 1.2.6  | Paper based collections | Solution should have capability to bifurcate funds collected and pass on actual credit pertaining to the client and debit charges portion from client account and credit to the Bank P&L with MIS to customer reflecting only the actual credit passed on to the client. | Yes | No  | No               |
| 1.2.7  | Paper based collections | KRI (key risk indicator) dashboard at circle, network, module, region and branch level for cheques pending for liquidation                                                                                                                                               | Yes | No  | No               |
| 1.3.1  | Electronic collections  | System should support collection through virtual accounts via NEFT, RTGS, IMPS, UPI, QR code and likewise                                                                                                                                                                | Yes | Yes | Yes for customer |

|       |                        |                                                                                                                                                                                                                                           |     |     |                          |
|-------|------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----|-----|--------------------------|
| 1.3.2 | Electronic collections | Solution should accept collections from channels like Credit card, Debit card, Internet Banking of any Bank, Prepaid Card, POS machine, Payment Gateways and other valid digital platform like GPay, Paytm, Whatsapp payments, Apple pay. | Yes | Yes | Yes for customer         |
| 1.3.3 | Electronic collections | System should support user wise limit (fixed amount or percentage basis) for credit to client. It should also allow authorization of transaction depending on funds availability.                                                         | Yes | Yes | Yes for agency/ customer |
| 1.3.4 | Electronic collections | User wise and account wise access to restrict user to view / initiate transaction for specified accounts only.                                                                                                                            | Yes | Yes | Yes                      |
| 1.4.1 | Agency mgmt.           | Agency management- adding details like name, code, agents' data, locations, billing etc along with provision to integrate with agencies system                                                                                            | Yes | No  | No                       |
| 1.4.2 | Agency mgmt.           | Mapping of locations of customers and pick up agencies, feasibility of Cash and Cheque pick up agency engagement                                                                                                                          | Yes | No  | No                       |
| 1.4.3 | Agency mgmt.           | Letter of intent generation of new pickup locations, amendments to letter of intent, branch confirmation                                                                                                                                  | Yes | No  | No                       |
| 1.4.4 | Agency mgmt.           | Schedule a pickup with agencies for cash/ cheque collections                                                                                                                                                                              | Yes | Yes | Yes                      |
| 1.4.5 | Agency mgmt.           | Collecting branch should have access to view scheduled cash/ cheque deposits                                                                                                                                                              | Yes | Yes | Yes                      |
| 1.4.6 | Agency mgmt.           | View, accept, reject and update status option for collection orders placed by customer                                                                                                                                                    | No  | Yes | Yes for agency           |
| 1.4.7 | Agency mgmt.           | Raise request for new collection order either direct/ through agency, view pending collections, track orders with status                                                                                                                  | No  | Yes | Yes for customer         |
| 1.4.8 | Agency mgmt.           | Full-fledged billing with state wise GST invoice, automated billing to agencies and corporate                                                                                                                                             | Yes | Yes | No                       |
| 1.4.9 | Agency mgmt.           | Vaulting related requirements- integration with agency system to get MIS of funds collected, customer details and credit to customer on Day 0                                                                                             | Yes | No  | Yes for agency           |
| 1.5.1 | Credit & reporting     | Consolidated Credit, Credit based on some criteria e.g. sweeping funds collected to different accounts as per the VAN parameter defined by clients                                                                                        | Yes | Yes | No                       |
| 1.5.2 | Credit & reporting     | Maintenance of client-wise data for validation prior to processing the transactions. Data Validation is to be done for single or multiple criteria like                                                                                   | Yes | Yes | No                       |

|        |                    |                                                                                                                                                                                                                                |     |     |     |
|--------|--------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----|-----|-----|
|        |                    | amount, CBS account number or combination of them against data maintained for each client.                                                                                                                                     |     |     |     |
| 1.5.3  | Credit & reporting | Provision to update/modify/delete the data for validation by upload or manual.                                                                                                                                                 | Yes | Yes | No  |
| 1.5.4  | Credit & reporting | Schedule Reports: Multiple Frequencies, incremental, cumulative, and EOD Consolidated Reports                                                                                                                                  | Yes | Yes | No  |
| 1.5.5  | Credit & reporting | Separate & consolidate transaction files and MIS should be created in relevant formats as required by clients                                                                                                                  | Yes | Yes | No  |
| 1.5.6  | Credit & reporting | System should allow enrichment and repair of data (for both bulk and onscreen transactions) by the client till upload into the Core Banking system viz; Additions, Modifications, Rejections, Recall etc.                      | Yes | Yes | No  |
| 1.5.7  | Credit & reporting | Standard MIS for collection / return / adjustment in all the desired formats like excel, text, pdf, MT940 ,MT942 ,csv ,xml, Power Jyoti MIS (CBS product) with provision for customizing as per corporate's ERP desired format | Yes | Yes | No  |
| 1.5.8  | Credit & reporting | VAN Statement and Reports like account statements                                                                                                                                                                              | Yes | Yes | No  |
| 1.5.9  | Credit & reporting | Report Query and search criteria basis product type, deposit branch, pickup date, unique reference number, deposit status etc.                                                                                                 | Yes | Yes | Yes |
| 1.5.10 | Credit & reporting | Reports such as Collection status report, agency pickup status reports, location code master, dealer code master, GST wise billing reports                                                                                     | Yes | Yes | Yes |
| 1.5.11 | Credit & reporting | System should support file configurations for cash files with selection and reordering of fields like denomination fields, enrichment fields, unique reference number, file type, etc.                                         | Yes | Yes | No  |
| 1.5.12 | Credit & reporting | System should support file configurations for cheque files with selection and reordering of fields like cheque number, MICR code, cheque issue and deposit dates etc.                                                          | Yes | Yes | No  |
| 1.5.13 | Credit & reporting | System should support file configurations for reports with collection transaction fields, enrichment labels, customer static info etc.                                                                                         | Yes | Yes | No  |
| 1.5.14 | Credit & reporting | Digicode based collection for both cash & cheque                                                                                                                                                                               | Yes | Yes | Yes |
| 1.5.15 | Credit & reporting | API based collection should be supported                                                                                                                                                                                       | Yes | Yes | Yes |



|                 |                      |                                                                                                                                                                                                                                                                      |     |     |     |
|-----------------|----------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----|-----|-----|
| 1.5.16          | Credit & reporting   | File configuration of MIS should have header, transactions and footer details                                                                                                                                                                                        | Yes | Yes | No  |
| 1.5.17          | Credit & reporting   | Multiple collection accounts under one corporate should be supported                                                                                                                                                                                                 | Yes | Yes | No  |
| <b>PAYMENTS</b> |                      |                                                                                                                                                                                                                                                                      |     |     |     |
| 2.1.1           | Electronic payments  | System should provide the capability to process single payment transactions (form based payments)                                                                                                                                                                    | No  | Yes | Yes |
| 2.1.2           | Electronic payments  | System should allow upload of payment instructions in the form of bulk file upload (file based payments)                                                                                                                                                             | No  | Yes | No  |
| 2.1.3           | Electronic payments  | Electronic domestic payments - NEFT, RTGS, IMPS, UPI, NACH, Direct debit/ credit (SBI to SBI transfers), BBPS, APBS, prepaid cards and international payments/ cross border remittances including any new electronic payments mode (such as CBDCs/ digital currency) | No  | Yes | Yes |
| 2.1.4           | Electronic payments  | Statutory payments (tax payments including but not limited to excise, GST, direct tax etc) with challan generation through form and file based payments                                                                                                              | No  | Yes | No  |
| 2.1.5           | Electronic payments  | Merchant payment with MPAT (merchant per approved transaction limit) facility- setting of transaction limit for merchant website where payments can be made in single session i.e. without maker checker process                                                     | No  | Yes | No  |
| 2.1.6           | Electronic payments  | Bill payments with options to manage biller, view/pay bills, bulk bill payments, and payment history                                                                                                                                                                 | No  | Yes | No  |
| 2.1.7           | Electronic payments  | Payments to virtual accounts with MIS to respective channel                                                                                                                                                                                                          | No  | Yes | Yes |
| 2.1.8           | Electronic payments  | Payments from virtual accounts (i.e. payments on behalf of)                                                                                                                                                                                                          | No  | Yes | Yes |
| 2.1.9           | Electronic payments  | System should support Single Debit Multiple Credit, Multiple Debit Multiple Credit, Multiple Debit Single Credit Payments for all channels- SFTP, H2H and API.                                                                                                       | No  | Yes | No  |
| 2.1.10          | Electronic payments  | System should have facility for quick transfer without adding beneficiary                                                                                                                                                                                            | No  | Yes | Yes |
| 2.1.11          | Electronic payments  | System should support multiple type of payment transactions clubbed in single file (Interbank, Intra bank, Paper Based)                                                                                                                                              | No  | Yes | No  |
| 2.2.1           | Paper based payments | Application should support option to upload the bulk file for instruments printing like cheques/ DDs in the application                                                                                                                                              | Yes | Yes | No  |

|        |                      |                                                                                                                                                                                                                                                   |     |     |    |
|--------|----------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----|-----|----|
| 2.2.2  | Paper based payments | Solution should enable printing of instruments (Cheque, DD etc) at Centralized, decentralized & remote locations (both onsite at bank- operations centre/ branches and at customer locations with all validations).                               | Yes | Yes | No |
| 2.2.3  | Paper based payments | Bulk instrument based payments to be supported                                                                                                                                                                                                    | Yes | Yes | No |
| 2.2.4  | Paper based payments | System should allow No Printing option also (only cheque lodgment facility).                                                                                                                                                                      | Yes | Yes | No |
| 2.2.5  | Paper based payments | System should allow Bulk uploading of Cheque Files with Instrument numbers and without instrument numbers. For Without instrument number files, system should assign instrument automatically.                                                    | No  | Yes | No |
| 2.2.6  | Paper based payments | System to support stationery requisition request and approval with fields such as delivery address, quantity, reason etc.                                                                                                                         | Yes | Yes | No |
| 2.2.7  | Paper based payments | System to support stationery management such as instrument range, utilized cheques, pending unutilized cheques, last instrument no. used, SAN fetching, MICR, insufficient instrument email alert, instrument templates, printing location master | Yes | Yes | No |
| 2.2.8  | Paper based payments | Printing job orders should have details of corporate ID, file ID, file name, count of transactions, print status                                                                                                                                  | Yes | Yes | No |
| 2.2.9  | Paper based payments | System should support capturing of details of cheques, option of with MICR and without MICR printing, instrument design including logo etc. as per clients requirement                                                                            | Yes | Yes | No |
| 2.2.10 | Paper based payments | Cheque/ instrument artwork should be parameterizable, drag and drop                                                                                                                                                                               | Yes | Yes | No |
| 2.2.11 | Paper based payments | It should support single Cheque format and multiple cheque format / size and CTS compliance. Integration with CTS for clearing cheques.                                                                                                           | Yes | Yes | No |
| 2.2.12 | Paper based payments | System to have advance feature to select signature printing mechanism on cheques as per the rule (by amount, mode of operation etc.) set by the bank and the client.                                                                              | Yes | Yes | No |
| 2.2.13 | Paper based payments | Signature to be fetched from CBS, signature to be printed on instrument PDF as per authority matrix                                                                                                                                               | Yes | Yes | No |

|        |                      |                                                                                                                                                                                                            |     |     |    |
|--------|----------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----|-----|----|
| 2.2.14 | Paper based payments | Cheque/DD Dispatch Management – Maintenance Courier Details, Covering Letter Generation, Dispatch Tracking Reference Number capture.                                                                       | Yes | No  | No |
| 2.3.1  | Dividend warrants    | Onboarding of DW clients                                                                                                                                                                                   | Yes | No  | No |
| 2.3.2  | Dividend warrants    | Files receiving channels (web upload, SFTP and H2H, API), request/response(MIS) file formats parameterized                                                                                                 | Yes | No  | No |
| 2.3.3  | Dividend warrants    | Processing of DW less than 1 Rs. (20% payout transactions)                                                                                                                                                 | Yes | No  | No |
| 2.3.4  | Dividend warrants    | System should support auto recredit of unpaid amounts to corporate account after 3 months                                                                                                                  | Yes | No  | No |
| 2.3.5  | Dividend warrants    | DD/ Cheques revalidation/ cancellation/ re-issuance, Cheque cancellation charges to be available on the portal                                                                                             | Yes | No  | No |
| 2.3.6  | Dividend warrants    | Status of the Dividend Warrant/ Cheque /Demand Draft                                                                                                                                                       | Yes | No  | No |
| 2.3.7  | Dividend warrants    | DW accounts reconciliation and customized MIS for the same up to 7 years from date of payout (with facility to get exclusive report for above payout period)                                               | Yes | Yes | No |
| 2.3.8  | Dividend warrants    | Processing of DW through NEFT, RTGS, ACH, DD, cheque, direct credit                                                                                                                                        | Yes | No  | No |
| 2.3.9  | Dividend warrants    | DW Artwork parameterized                                                                                                                                                                                   | Yes | No  | No |
| 2.3.10 | Dividend warrants    | Reconciliation Statements should be available on the portal, dispatched to registered email IDs at periodic intervals (eg. monthly, fortnightly)                                                           | Yes | Yes | No |
| 2.3.11 | Dividend warrants    | End to end lifecycle of DW transactions should be maintained (7 years)                                                                                                                                     | Yes | Yes | No |
| 2.3.12 | Dividend warrants    | Dashboard with paid, unpaid status of warrants should be available basis reference number, date, query etc                                                                                                 | Yes | Yes | No |
| 2.4.1  | Dashboard and query  | System should support viewing real time online transaction/ file status, edit transaction, cancel and reschedule of transactions (based on role access)                                                    | No  | Yes | No |
| 2.4.2  | Dashboard and query  | User should be able to see in real-time, files/ transactions to be authorized, processed by the system and pending items through dashboard, with drill down functionality and facility to download reports | Yes | Yes | No |

|        |                     |                                                                                                                                                                                                                 |     |     |     |
|--------|---------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----|-----|-----|
| 2.4.3  | Dashboard and query | System should be capable of generating the query on successful/ failure transactions made in different payment modes during the period                                                                          | Yes | Yes | No  |
| 2.4.4  | Dashboard and query | System should support search and query across payment files and transactions by account number, reference number, uploader etc                                                                                  | Yes | Yes | No  |
| 2.5.1  | Processing          | Maintenance of cut off (extended or late hours and holidays) and flexibility to change cut off time and working days as required by banks/ customers                                                            | Yes | Yes | No  |
| 2.5.2  | Processing          | The system should validate the transactions both for cut-off time as well as for holidays defined before arriving at the processing date.                                                                       | Yes | Yes | No  |
| 2.5.3  | Processing          | System should support various file formats viz Excel, CSV, TXT, xml etc. All formats should be customizable                                                                                                     | Yes | Yes | No  |
| 2.5.4  | Processing          | System should support payment initiation through web portal, SFTP, H2H API banking                                                                                                                              | No  | Yes | No  |
| 2.5.5  | Processing          | System should support scheduled payments (accept data in advance and processing as per requirement) & repeat payments (set frequency-dates, week, month, year, fortnight etc) along with expiry period setup    | No  | Yes | Yes |
| 2.5.6  | Processing          | System should support maker checker for all payments with flexibility in defining the workflow, File uploaded/ transaction initiated to be made available to authorizers for approval as per the matrix defined | Yes | Yes | No  |
| 2.5.7  | Processing          | Authorization option should be available for entire file or for individual transactions in the file                                                                                                             | No  | Yes | No  |
| 2.5.8  | Processing          | Details of maker, previous authorizers, beneficiary, payment description, transaction type should be available to authorizer                                                                                    | No  | Yes | No  |
| 2.5.9  | Processing          | System should generate files for extraction to CBS and also receive response feed from CBS for all transactions (whether electronic/ paper-based payments) without any manual intervention                      | Yes | Yes | No  |
| 2.5.10 | Processing          | Payments related standard formats vis-à-vis ISO 20022, ISO 8583, SWIFT messaging / MT series formats and any messaging standards as stipulated by RBI from time to time                                         | Yes | Yes | No  |

|        |            |                                                                                                                                                                                                                                                                                                                             |     |     |     |
|--------|------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----|-----|-----|
| 2.5.11 | Processing | Transaction return marking to be facilitated for failed transactions                                                                                                                                                                                                                                                        | Yes | No  | No  |
| 2.5.12 | Processing | Should support dedupe check for payments at file level, account level and individual transaction level with an option to disable the functionality                                                                                                                                                                          | No  | Yes | Yes |
| 2.5.13 | Processing | System should identify mandatory fields missing like debit a/c number, unique reference no. etc                                                                                                                                                                                                                             | No  | Yes | Yes |
| 2.5.14 | Processing | Response/Reverse MIS of successful and failed transaction in various desired formats to be available for each transaction file                                                                                                                                                                                              | No  | Yes | Yes |
| 2.5.15 | Processing | Option to download reverse MIS basis date, month, status (such as success, failure, validation failure, scheduled, pending authorization), location, late returns etc. Late returns are transactions reflected in MIS basis CBS success, but failure at later stage (e.g., NEFT txns)                                       | No  | Yes | Yes |
| 2.5.16 | Processing | System should be able to take a request from the client and provide it to CBS for debit to customer account and credit beneficiaries                                                                                                                                                                                        | No  | Yes | Yes |
| 2.5.17 | Processing | System should support cancelling Unprocessed Payment Request whether electronic or physical like drafts and cheques                                                                                                                                                                                                         | No  | Yes | Yes |
| 2.5.18 | Processing | Payment files should be configurable with option to select predefined files and reorder them as required                                                                                                                                                                                                                    | Yes | Yes | No  |
| 2.5.19 | Processing | System should support addition, management, deletion of direct debit with options for authorization, dealer verification and pooling branch location                                                                                                                                                                        | No  | Yes | No  |
| 2.5.20 | Processing | System to perform inbuilt validations while processing the payment files                                                                                                                                                                                                                                                    | No  | Yes | No  |
| 2.5.21 | Processing | System should support user defined labels, for e.g., if customer submits additional fields (like employee IDs, voucher numbers etc.) in payment files in addition to payment related fields, Solution is expected to store all fields, use relevant fields for processing and generate MIS including such additional fields | No  | Yes | No  |
| 2.5.22 | Processing | System should support prioritized processing of transactions for select customers                                                                                                                                                                                                                                           | No  | Yes | No  |

|                 |                      |                                                                                                                                                                             |     |     |     |
|-----------------|----------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----|-----|-----|
| 2.5.23          | Processing           | API based transaction processing should be supported for payments                                                                                                           | No  | Yes | Yes |
| 2.6.1           | Beneficiary Mgmt     | Beneficiary management- addition, modification, deletion, download and view (individually and bulk by way of file upload)                                                   | Yes | Yes | No  |
| 2.6.2           | Beneficiary Mgmt     | Beneficiary validation basis Penny Drop, Account based and IFSC validation                                                                                                  | Yes | Yes | No  |
| 2.6.3           | Beneficiary Mgmt     | System should have the provision to make beneficiary registration and validation mandatory or optional at client level and product level                                    | Yes | Yes | No  |
| 2.6.4           | Beneficiary Mgmt     | Application should provide automated payment advice to beneficiaries (generation in pdf, doc, xls/xlsx etc formats) on SMS, email etc.                                      | Yes | Yes | No  |
| 2.6.5           | Beneficiary Mgmt     | Application should support Bulk Advice download from Portal/SFTP/H2H/ API                                                                                                   | Yes | Yes | No  |
| 2.6.6           | Beneficiary Mgmt     | System should enable the capture of additional information with transactions. (Beneficiary details etc)                                                                     | Yes | Yes | No  |
| 2.6.7           | Beneficiary Mgmt     | System should support addition, management, validation and deletion of Beneficiary LEI                                                                                      | Yes | Yes | No  |
| <b>MANDATES</b> |                      |                                                                                                                                                                             |     |     |     |
| 3.1.1           | Mandate registration | Mandate Registration and capability to integrate with internet banking, debit card, CBS, NPCI for scanned as well as e-mandate registration of direct debit as well as NACH | Yes | Yes | No  |
| 3.1.2           | Mandate registration | System to provide option to attach scanned mandate copies/ Direct debit authorization forms during mandate registration by client or bank and retrieval for verification    | Yes | Yes | No  |
| 3.1.3           | Mandate registration | Provision for upload of mandate data by the customers themselves or by the Bank operations team on behalf of the customers.                                                 | Yes | Yes | No  |
| 3.1.4           | Mandate registration | System to have ML capabilities for automated data capture from mandate scan copies with split wise view of scan copy and data capture                                       | Yes | No  | No  |
| 3.1.5           | Mandate registration | Automation of mandate registration process through RPA including signature verification                                                                                     | Yes | No  | No  |

|        |                      |                                                                                                                                                                                                     |     |     |                    |
|--------|----------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----|-----|--------------------|
| 3.1.6  | Mandate registration | System should have facility to auto register mandates of lesser amounts defined by Bank and for higher amounts basis verification by Bank team with account details and signature fetched from CBS. | Yes | No  | No                 |
| 3.1.7  | Mandate registration | E-Mandate registration functionalities basis NPCI guidelines - Debit Card authentications, Internet Banking credentials & Aadhar based validations and capable of updating to newer facilities      | No  | Yes | No                 |
| 3.1.8  | Mandate registration | Auto debit of mandate registration charges                                                                                                                                                          | Yes | No  | No                 |
| 3.1.9  | Mandate registration | Mobile Application to upload and register the Mandate by operating functionalities of the customer itself                                                                                           | No  | No  | Yes, for customers |
| 3.1.10 | Mandate registration | eMandate registration site available to customers who don't have their portal/website                                                                                                               | No  | Yes | No                 |
| 3.1.11 | Mandate registration | Navigation to be provided for Mandate Registration Screen (To & Fro) for editing status (Approval / Rejection) of Mandates in a particular lot before final approval                                | Yes | No  | No                 |
| 3.1.12 | Mandate registration | Serial Number of Mandate to be displayed along with Total number of Mandates in a particular lot. Also, provision to choose Mandate by Serial Number / Scrolling required.                          | Yes | No  | No                 |
| 3.1.13 | Mandate registration | Facility to view all Customer Signatures for an account while approving or rejecting a Mandate                                                                                                      | Yes | No  | No                 |
| 3.1.14 | Mandate registration | Facility to check certain account features for a list of accounts to determine the success of Mandate registration                                                                                  | No  | Yes | No                 |
| 3.1.15 | Mandate registration | Facility for corporate checker to provide approval/ rejection for mandate creation/ amendment/ cancellation at mandate or file level with option to mention reason for rejection                    | No  | Yes | No                 |
| 3.1.16 | Mandate registration | Mandates file uploaded to be available to checker along with images, System to fetch image basis unique identification number and display on approval screen                                        | Yes | Yes | No                 |
| 3.1.17 | Mandate registration | System to match unique identification number (UIN) mentioned in file and mentioned in name of the image                                                                                             | Yes | Yes | No                 |
| 3.1.18 | Mandate registration | After file upload for mandate registration, system to show pop up for total mandates uploaded, registered and                                                                                       | Yes | Yes | No                 |

|        |                       |                                                                                                                                                                                         |     |     |    |
|--------|-----------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----|-----|----|
|        |                       | rejected mandates with reason of rejection (basis system level validations)                                                                                                             |     |     |    |
| 3.1.19 | Mandates registration | Storing of scanned mandate images (Bank EDMS i.e., document management system or within solution), view and download option from portal                                                 | Yes | Yes | No |
| 3.1.20 | Mandates registration | System should support definition of parameters and validation before registration basis parameters defined                                                                              | Yes | Yes | No |
| 3.2.1  | Mandate Transaction   | Mandates transactions processing through CBS and NPCI (depending on us/ off us)- either STP based on registered mandates or file-based transaction initiation as per client requirement | No  | Yes | No |
| 3.2.2  | Mandate Transaction   | System should have the facility for execution of Auto debit mandates facility                                                                                                           | No  | Yes | No |
| 3.2.3  | Mandate Transaction   | If auto-debit is enabled, system to generate transaction file on T-1 day for on us and T-3 days for off-us, if auto debit is not enabled, corporate to upload                           | No  | Yes | No |
| 3.2.4  | Mandate Transaction   | System to pick up only those mandates registered on T-2 basis for ON-US and T-4 for OFF-US transaction processing, if not then from next cycle                                          | No  | Yes | No |
| 3.2.5  | Mandate Transaction   | Validation of transactions based on mandates maintained shall be available                                                                                                              | No  | Yes | No |
| 3.2.6  | Mandate Transaction   | System generated/ manually uploaded transaction file to be made available for approver to approve/ reject                                                                               | No  | Yes | No |
| 3.2.7  | Mandate Transaction   | System to provide option to amend/ cancel for individual mandates or by way of file upload (including real time)                                                                        | No  | Yes | No |
| 3.2.8  | Mandate Transaction   | Bounce Memo as per industry standard with Bank digital signature. Bulk download for bounce memo (as per bank format) should be given through Portal /SFTP/H2H/ API                      | Yes | Yes | No |
| 3.2.9  | Mandate Transaction   | Automated mandate failure charge recovery without any manual intervention                                                                                                               | Yes | No  | No |
| 3.2.10 | Mandate Transaction   | Real time settlement for SBI-to-SBI transaction (on us) and same day (T+0) settlement for Non SBI customer (NACH/ off us)                                                               | Yes | No  | No |
| 3.2.11 | Mandate Transaction   | Facility to search Mandates data including Archived (Registrations/ Transactions/ Failed Mandate Charges)                                                                               | Yes | Yes | No |
| 3.2.12 | Mandate Transaction   | Auto Remittance of Transaction file proceeds to Nodal account of Payment Aggregators (Sweeping with debit to                                                                            | Yes | No  | No |



|                             |                           |                                                                                                                                                                                                |     |     |    |
|-----------------------------|---------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----|-----|----|
|                             |                           | collection account, credit to nodal account)                                                                                                                                                   |     |     |    |
| 3.2.13                      | Mandate Transaction       | API based transaction processing                                                                                                                                                               | No  | Yes | No |
| 3.2.14                      | Mandate Transaction       | Configuration of single debit single credit transaction processing                                                                                                                             | Yes | Yes | No |
| 3.3.1                       | Other mandate requirement | System should have the ability to provide SMS & mail of mandate registration as well as transaction related messages to corporates and their customers. It should be customizable.             | Yes | No  | No |
| 3.3.2                       | Other mandate requirement | Corporates should be able to download MIS for mandates from Portal or receive MIS through email/ H2H / SFTP / API. It should be customizable.                                                  | No  | Yes | No |
| 3.3.3                       | Other mandate requirement | API Mode for sharing the Registration Data (Scanned Images and Data file), Transaction files, and MIS post registration and transaction processing.                                            | Yes | Yes | No |
| 3.3.4                       | Other mandate requirement | Application should have capability to generate Regulatory and customized reports pertaining to registration and transaction                                                                    | Yes | Yes | No |
| 3.3.5                       | Other mandate requirement | Customer Masters, Charge Masters, customizable mail & SMS alerts for both registrations and transactions (alerts to customers 2 days prior to debit date)                                      | Yes | Yes | No |
| 3.3.6                       | Other mandate requirement | Dashboard facility for the proper control at Bank level for Mandates (Session-wise and Date-wise), Daily and Monthly reports, Processed (Accepted and Rejected) Mandates                       | Yes | No  | No |
| 3.3.7                       | Other mandate requirement | Mandate reports should be available for view and download in multiple formats with details of registered, rejected mandates with search filter basis date range/ UMRN etc                      | Yes | Yes | No |
| 3.3.8                       | Other mandate requirement | Auto re-lodgement of mandate registration and transaction in case of failure                                                                                                                   | Yes | Yes | No |
| 3.3.9                       | Other mandate requirement | System should support dashboard and reports (monthly, daily) for on us and off us number of transactions processed basis mandates registered along with option to drill down into transactions | Yes | No  | No |
| 3.3.10                      | Other mandate requirement | Configuration of Auto Settlement of Investments (MF/NPS) (timely debit and report to SEBI/other agencies) for transactions processed                                                           | Yes | No  | No |
| <b>LIQUIDITY MANAGEMENT</b> |                           |                                                                                                                                                                                                |     |     |    |

|                               |                        |                                                                                                                                  |     |     |     |
|-------------------------------|------------------------|----------------------------------------------------------------------------------------------------------------------------------|-----|-----|-----|
| 4.1.1                         | Structure creation     | Multi-Level Structure creation with sweeping, pooling and concentration structures within and across banks                       | Yes | Yes | No  |
| 4.1.2                         | Structure creation     | Target, zero, range, percentage-based balancing with multiple sweep triggers - EOD, BOD, event, time based                       | Yes | Yes | No  |
| 4.1.3                         | Structure creation     | Sweep/Funding types as Zero balance, Fixed Amount, Target Balance, percentage basis. Rules can be set up for each Child account. | Yes | Yes | No  |
| 4.1.4                         | Structure creation     | Holiday master as per client's Business Requirement                                                                              | Yes | Yes | No  |
| 4.1.5                         | Structure creation     | Customized Sweep Duration, Execution Modes and Frequency options like daily, weekly, fortnightly, monthly, hourly, etc.          | Yes | Yes | No  |
| 4.2.1                         | Execution              | Priority Based execution: Sweep/Reverse Sweep can take place to the extent of available funds in the Child/Parent account        | No  | Yes | No  |
| 4.2.2                         | Execution              | Simplified Real Time Sweep set up of multiple executions in a day                                                                | No  | Yes | No  |
| 4.2.3                         | Execution              | Full and partial amount reversal flexibility                                                                                     | No  | Yes | No  |
| 4.2.4                         | Execution              | Real time customized MIS for Sweeps/Reverse Sweep and funding                                                                    | Yes | Yes | No  |
| 4.2.5                         | Execution              | Ability to automatically or manually invest/ redeem funds into mutual fund, fixed deposit account etc.                           | No  | Yes | No  |
| <b>RECEIVABLES MANAGEMENT</b> |                        |                                                                                                                                  |     |     |     |
| 5.1.1                         | Invoice management     | Dedicated portal and mobile application for Corporate and Dealer/ Buyer                                                          | No  | Yes | Yes |
| 5.1.2                         | Invoice management     | Solution should allow customers to upload invoices via bulk upload and system should do auto matching                            | No  | Yes | No  |
| 5.1.3                         | Invoice management     | Corporate customer should be able upload invoice/ receivables details in a specific format.                                      | No  | Yes | No  |
| 5.1.4                         | Invoice management     | Automated extraction/ capture of data from Invoices/ PO/ credit / debit notes through embedded ML                                | No  | Yes | No  |
| 5.2.1                         | Invoice reconciliation | System must have support one to one, one to many and many to one payment to invoice reconciliation                               | No  | Yes | No  |
| 5.2.2                         | Invoice reconciliation | System must have support manual reconciliation of collections and invoices                                                       | No  | Yes | No  |
| 5.2.3                         | Invoice reconciliation | System must allow partial reconciliation i.e. when transaction amount is more than invoice amount or vice versa                  | No  | Yes | No  |

|                        |                                 |                                                                                                                                                                                                     |     |     |     |
|------------------------|---------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----|-----|-----|
| 5.2.4                  | Invoice reconciliation          | Functionality to support auto reconciliation of payments/receivables against invoices/bills generated                                                                                               | No  | Yes | No  |
| 5.2.5                  | Invoice reconciliation          | In case of Erroneous Reconciliation, user should be able to de reconcile (Roll back the reconciled entries) the invoices and payments.                                                              | No  | Yes | No  |
| 5.2.6                  | Invoice reconciliation          | Straight through and rule-based reconciliation                                                                                                                                                      | No  | Yes | No  |
| 5.3.1                  | Invoice payments                | Email link functionality to initiate the payment, invoice through email, SMS                                                                                                                        | No  | Yes | Yes |
| 5.3.2                  | Invoice payments                | Multiple option for making payment (RTGS/NEFT/Cards, Net Banking, UPI/Retail/ corporate INB/Branch)                                                                                                 | No  | Yes | No  |
| 5.3.3                  | Invoice payments                | Payment Reminders at customizable intervals                                                                                                                                                         | No  | Yes | Yes |
| 5.3.4                  | Invoice payments                | Multiple Invoice payment, Partial & Advance Payment                                                                                                                                                 | No  | Yes | Yes |
| <b>COMMON SERVICES</b> |                                 |                                                                                                                                                                                                     |     |     |     |
| 6.1.1                  | Balance & Transaction Reporting | Solution must provide real time reporting for balances and transactions from CBS                                                                                                                    | Yes | Yes | Yes |
| 6.1.2                  | Balance & Transaction Reporting | Multi bank multi-currency reporting (account aggregation)                                                                                                                                           | Yes | Yes | Yes |
| 6.1.3                  | Balance & Transaction Reporting | Account summary and Statement request, view and download - (current/savings/time deposits/loan/ CC/OD/ credit cards)                                                                                | Yes | Yes | Yes |
| 6.1.4                  | Balance & Transaction Reporting | User should be able to drilldown to transaction details of the accounts from account summary                                                                                                        | Yes | Yes | Yes |
| 6.1.5                  | Balance & Transaction Reporting | Account statement- normal, enhanced statements, MT940, MT942 statements should be supported (in multiple formats viz., XLS,CSV, PDF, TXT,xml etc.) both individual and consolidated across accounts | No  | Yes | Yes |
| 6.1.6                  | Balance & Transaction Reporting | System should support customization of MIS, payment advice and statements- Parameterized file configurations with drag and drop without any code level changes.                                     | Yes | Yes | No  |
| 6.1.7                  | Balance & Transaction Reporting | File configuration with facility to upload and approve test files should be available                                                                                                               | Yes | Yes | No  |
| 6.1.8                  | Balance & Transaction Reporting | System should update the status of all types of transaction/ files based on unique file reference number / transaction number etc for all                                                           | Yes | Yes | Yes |

|        |                                       |                                                                                                                                                                                                                                                                                            |     |     |     |
|--------|---------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----|-----|-----|
|        |                                       | transactions done through SFTP/H2H/<br>API Bulk/single.                                                                                                                                                                                                                                    |     |     |     |
| 6.1.9  | Balance &<br>Transaction<br>Reporting | System should be able to collect the balances of the clients from Core Banking on real time basis through seamless integration and provide alerts to the customer/bank regarding the availability of funds for carrying out their instructions for transfer of funds.                      | No  | Yes | Yes |
| 6.1.10 | Balance &<br>Transaction<br>Reporting | STP capability with Core Banking application for all accounting entries and necessary MIS, transaction generated should be posted to CBS automatically                                                                                                                                     | Yes | Yes | Yes |
| 6.1.11 | Balance &<br>Transaction<br>Reporting | Relevant details of failure transactions like reason for failure etc. should be updated and should provide to client in MIS format with reason.                                                                                                                                            | Yes | Yes | Yes |
| 6.1.12 | Balance &<br>Transaction<br>Reporting | Generate account statement through web portal, facility to register for account statement on email for all accounts linked to CIF in standard formats- xls, txt, pdf, MT940, MT942, csv, xml etc.                                                                                          | Yes | Yes | No  |
| 6.1.13 | Balance &<br>Transaction<br>Reporting | Account statement/ MIS Reports download with options of by month, by date range, status (e.g. pending for authorization, processed, rejected, validation failures), parameters (e.g. location). Statement can be downloaded in one request of last 6 month and last one, two, three years. | Yes | Yes | Yes |
| 6.1.14 | Balance &<br>Transaction<br>Reporting | Automated MIS/ statement SFTP, H2H, Email, API at regular intervals, for the day and at specific date/ time of the day                                                                                                                                                                     | Yes | Yes | No  |
| 6.1.15 | Balance &<br>Transaction<br>Reporting | Report writer, report designer & scheduler, ready templates (drag and drop to create dynamic MIS formats and support report configurations)                                                                                                                                                | Yes | Yes | No  |
| 6.1.16 | Balance &<br>Transaction<br>Reporting | Various reports such as summary report, detail report, etc. should be available for management reporting.                                                                                                                                                                                  | Yes | Yes | No  |
| 6.1.17 | Balance &<br>Transaction<br>Reporting | Repository of Canned reports to be shared. System should have the ability to automate the generation of canned reports.                                                                                                                                                                    | Yes | Yes | No  |

|        |                                 |                                                                                                                                                                                                                                       |     |     |     |
|--------|---------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----|-----|-----|
| 6.1.18 | Balance & Transaction Reporting | All Reports (including MIS and statements) should be customizable (as per ERP) and available in formatted PDF, txt, HTML, CSV, excel, XML etc. and should be downloadable. Should support standard formats available in the industry. | Yes | Yes | No  |
| 6.1.19 | Balance & Transaction Reporting | Option to give an “Alias Name (Nick Name)” to any account.                                                                                                                                                                            | Yes | Yes | No  |
| 6.1.20 | Balance & Transaction Reporting | Allow user to export the account statement in standard formats like Excel, PDF, MT940 etc.                                                                                                                                            | No  | Yes | Yes |
| 6.1.21 | Balance & Transaction Reporting | The system should support Account Aggregation – One View Account Summary for the Corporate to view all accounts (Both internal & external accounts) in single or multiple reports and its summary at single click                     | Yes | Yes | Yes |
| 6.1.22 | Balance & Transaction Reporting | Users should be able to initiate deposit request (Term deposit/recurring deposit ) over the portal                                                                                                                                    | Yes | Yes | Yes |
| 6.1.23 | Balance & Transaction Reporting | Narration details in Credits to include remitter name and Transaction details like Purpose etc., should be customizable                                                                                                               | Yes | Yes | No  |
| 6.1.24 | Balance & Transaction Reporting | Narration details in Debits to include file reference, beneficiary name etc., should be customizable                                                                                                                                  | Yes | Yes | No  |
| 6.1.25 | Balance & Transaction Reporting | System should support separate reports for failed transactions, transaction pending for authorization                                                                                                                                 | Yes | Yes | No  |
| 6.1.26 | Balance & Transaction Reporting | System should support customization of reports generated by CBS such as MT940, MT942, E9 statements, Power Jyoti reports, bank statements etc.                                                                                        | Yes | Yes | No  |
| 6.2.1  | Reconciliation                  | System should provide for all kinds of reconciliation for the bank, client/customer in an Auto reconciliation mode by total integration with CBS, ERP etc. using respective transaction reference numbers.                            | Yes | Yes | No  |
| 6.2.2  | Reconciliation                  | Self & automated reconciliation of all collection / payment using unique reference numbers generated in CBS and CMS. Reconciliation should be available in General ledger format on daily basis with CBS.                             | Yes | Yes | No  |
| 6.2.3  | Reconciliation                  | Automated reconciliation tool to support one to many, many to one                                                                                                                                                                     | Yes | Yes | No  |

|        |                |                                                                                                                                                                                                        |     |     |             |
|--------|----------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----|-----|-------------|
| 6.2.4  | Reconciliation | Auto reconciliation for bank (various applications like CMP, CBS etc.) and corporate clients (ERP) with report for mismatch entries                                                                    | Yes | Yes | No          |
| 6.2.5  | Reconciliation | System should provide reports of all type of in-transit / pending transactions in desired format for reconciliation.                                                                                   | Yes | Yes | No          |
| 6.2.6  | Reconciliation | Searching details of transaction at front end on the basis of transaction ID , amount , branch wise, date , client code , virtual account no/ instrument no                                            | Yes | Yes | No          |
| 6.3.1  | Onboarding     | System to provide capability of application form filling, document attachment, application tracker                                                                                                     | Yes | Yes | Yes for FOS |
| 6.3.2  | Onboarding     | System should enable creation of packages for customer classification                                                                                                                                  | Yes | No  | No          |
| 6.3.3  | Onboarding     | System should support addition of customer details, agency details and marketing team details                                                                                                          | Yes | No  | Yes for FOS |
| 6.3.4  | Onboarding     | System to support proposal management for new applications of onboarding with dashboard                                                                                                                | Yes | No  | Yes for FOS |
| 6.3.5  | Onboarding     | System to support customer creation with product configurations, file transfer mode configuration, email & contact details, charges configuration, location mapping, agency mapping, enrichment fields | Yes | No  | Yes for FOS |
| 6.3.6  | Onboarding     | System should support group corporates linkages                                                                                                                                                        | Yes | Yes | Yes for FOS |
| 6.3.7  | Onboarding     | System should support creation of hierarchies to reflect group organization structures                                                                                                                 | Yes | No  | Yes for FOS |
| 6.3.8  | Onboarding     | System should support user creation with roles like maker, checker, enquirer, uploader, authorizer, releaser etc.                                                                                      | Yes | Yes | Yes for FOS |
| 6.3.9  | Onboarding     | System to support account linkages and user setup basis roles with activation/ deactivation options                                                                                                    | Yes | Yes | Yes for FOS |
| 6.3.10 | Onboarding     | Accounts management - Addition, Deletion, Modification, CIF, CBS Product Details                                                                                                                       | Yes | Yes | Yes for FOS |
| 6.3.11 | Onboarding     | Authorization rules, workflow & limit management to be supported for different accounts                                                                                                                | Yes | Yes | Yes for FOS |
| 6.3.12 | Onboarding     | System to support file formats (for MIS, Statements, Payments files, Payment advices etc.) and configurations like drag and drop fields. File naming conventions should also be configurable.          | Yes | Yes | No          |

|        |                       |                                                                                                                                                                                          |     |     |                  |
|--------|-----------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----|-----|------------------|
| 6.3.13 | Onboarding            | System to support parent child file configurations for customers                                                                                                                         | Yes | Yes | No               |
| 6.3.14 | Onboarding            | System to support set up of file expiry after certain duration, frequency of sharing files customer wise                                                                                 | Yes | Yes | No               |
| 6.3.15 | Onboarding            | System to support alerts configuration at the time of onboarding for file upload, authorization, MIS generation and SMS advices                                                          | Yes | Yes | No               |
| 6.3.16 | Onboarding            | Enquiry to be supported basis client ID, name etc.                                                                                                                                       | Yes | Yes | Yes for FOS      |
| 6.3.17 | Onboarding            | Common customer ID mapping for N number of Products                                                                                                                                      | Yes | No  | Yes for FOS      |
| 6.3.18 | Onboarding            | Single customer ID mapping for N number of Accounts                                                                                                                                      | Yes | No  | Yes for FOS      |
| 6.3.19 | Onboarding            | Supports quick onboarding including self-registration for the online services by an existing customer. System should support user/corporate registration with automatic profile mapping. | No  | Yes | Yes for customer |
| 6.3.20 | Onboarding            | Supports self-onboarding by a new corporate customer on the internet channel. The solution must support capturing all necessary details from the customer including documents.           | No  | Yes | Yes for customer |
| 6.4.1  | Standing instructions | System should support capturing of all details for SI with proper authorization                                                                                                          | Yes | Yes | No               |
| 6.4.2  | Standing instructions | System should support activation and deactivation of SI with prior notice/alerts. Activation and Deactivation can be done automatically as well as manually.                             | Yes | Yes | No               |
| 6.5.1  | Authorization         | Different levels of authorization should be available, system should be capable to allow users to access /create/ modify object or functionality as per their roles.                     | Yes | Yes | No               |
| 6.5.2  | Authorization         | Comprehensive authorization matrix – ability to replicate “Mode of operations’ as per the client’s resolution/ authorization workflow in the portal.                                     | Yes | Yes | No               |
| 6.5.3  | Authorization         | Sequential Authorization, Parameter/Location Based Authorizations, STP, Non STP authorization to be supported                                                                            | Yes | Yes | No               |
| 6.5.4  | Authorization         | Instrument level as well as batch/file level authorization should be available.                                                                                                          | Yes | Yes | No               |
| 6.5.5  | Authorization         | If there are two levels of authorization; one authorizer should be able to do individual authorizations and the other                                                                    | Yes | Yes | No               |

|        |                   |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    |     |     |    |
|--------|-------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----|-----|----|
|        |                   | must be able to do it at a file level/individual level.                                                                                                                                                                                                                                                                                                                                                                                                                                            |     |     |    |
| 6.5.6  | Authorization     | Authorization Matrix definition and execution at Group level should also be available                                                                                                                                                                                                                                                                                                                                                                                                              | Yes | Yes | No |
| 6.5.7  | Authorization     | Multilevel authorization should be there with 'N' number of levels                                                                                                                                                                                                                                                                                                                                                                                                                                 | Yes | Yes | No |
| 6.5.8  | Authorization     | System should have provision for showing auto uploaded records through SFTP/API for authorization at next level based on client requirement                                                                                                                                                                                                                                                                                                                                                        | Yes | Yes | No |
| 6.5.9  | Authorization     | System should be capable of displaying the total records and amount before authorizing the entry with an option to cancel or proceed with authorizations                                                                                                                                                                                                                                                                                                                                           | Yes | Yes | No |
| 6.5.10 | Authorization     | Allow full/ partial rejection out of total uploaded records/ files at various authorization levels                                                                                                                                                                                                                                                                                                                                                                                                 | Yes | Yes | No |
| 6.6.1  | Charges & Billing | Application should have charges computation module which will calculate charges (such as interbank, cheque pickup and processing charges, account maintenance charges, cash pickup and processing charges, risk management, insurance, cash counting and verification, beat / on call, excess cash pickup charges, NEFT, RTGS, etc.) , based on the parameters/ rules/ logics defined in client master and push the financial transactions to CBS for accounting also handling all GST adjustments | Yes | No  | No |
| 6.6.2  | Charges & Billing | Billing Parameterization, e.g. After sanctioned period, calculation of charges based on existing Pricing/ Card rates whichever is higher.                                                                                                                                                                                                                                                                                                                                                          | Yes | No  | No |
| 6.6.3  | Charges & Billing | Charges definition at product along with card rates to be visible while configuring applicable charges, transaction level, customer specific charges                                                                                                                                                                                                                                                                                                                                               | Yes | No  | No |
| 6.6.4  | Charges & Billing | System should support download of billing statement/ invoice/ GST report- with settled & pending amounts                                                                                                                                                                                                                                                                                                                                                                                           | Yes | Yes | No |
| 6.6.5  | Charges & Billing | Product packages with tiers/ slab, volume, value, thresholds, flat fees, using nested and multiple layer conditions/ decision rules eg. location based pricing matrix                                                                                                                                                                                                                                                                                                                              | Yes | No  | No |



|        |                   |                                                                                                                                                                                                                                                                                                                                    |     |     |    |
|--------|-------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----|-----|----|
| 6.6.6  | Charges & Billing | Auto mailer/ availability of charging statements, proforma/ provisional invoice and GST invoice to clients on web portal for billing and debit charges on predefined date. The charging statements should give details of product wise, location wise, transaction wise charges                                                    | Yes | Yes | No |
| 6.6.7  | Charges & Billing | Auto processing/ Recovery of failed billing charges and status updation in Portal                                                                                                                                                                                                                                                  | Yes | No  | No |
| 6.6.8  | Charges & Billing | Automated agency charges calculation and processing, sharing of MIS to clients and agencies                                                                                                                                                                                                                                        | Yes | No  | No |
| 6.6.9  | Charges & Billing | Definition of different types of charges such as interbank, cheque pickup and processing charges, cash pickup and processing charges, account maintenance charges, pickup, risk management, insurance, counting, beat/ call etc. which should be configurable and parameterized. Mapped with one to one, many to one BGL accounts. | Yes | No  | No |
| 6.6.10 | Charges & Billing | Charging module should interface with the accounting module for applying charges as direct/deferred debits or on set frequencies                                                                                                                                                                                                   | Yes | No  | No |
| 6.6.11 | Charges & Billing | Auto-Sharing of Commission to branches in respect of Collections (Collecting Branch , Home Branch and CMP Operations)                                                                                                                                                                                                              | Yes | No  | No |
| 6.6.12 | Charges & Billing | System should be capable of generating the income wise query for bank. Option to generate charges report location wise, division wise, company as a whole at bank and client level.                                                                                                                                                | Yes | No  | No |
| 6.6.13 | Charges & Billing | Billing cycle, computation and posting should have parameterized options- annual, monthly, fortnightly billing, same day billing and posting, debit after billing, status of posting, lumpsum recovery, fixed / variable charges, minimum and maximum charges, etc                                                                 | Yes | No  | No |
| 6.6.14 | Charges & Billing | Alert on renewals of customers basis billing period defined should be supported either through email or portal.                                                                                                                                                                                                                    | Yes | No  | No |
| 6.6.15 | Charges & Billing | Monthly statement for pending dues from customers should be available basis non recovery of charges                                                                                                                                                                                                                                | Yes | No  | No |

|        |                   |                                                                                                                                                                                                                                                                                                                                      |     |     |     |
|--------|-------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----|-----|-----|
| 6.6.16 | Charges & Billing | Alert message to be displayed to customers on portal /through email in case of pending charges to Bank                                                                                                                                                                                                                               | No  | Yes | No  |
| 6.7.1  | Front end         | Solution should enable single sign on across products (payments, collections, mandates etc) and accounts with self-service/ administration                                                                                                                                                                                           | Yes | Yes | Yes |
| 6.7.2  | Front end         | Solution should support customizable and interactive dashboards with role-based widgets/UI, quick links for frequent journeys.                                                                                                                                                                                                       | Yes | Yes | No  |
| 6.7.3  | Front end         | User should have dashboard for transaction, file and activity monitoring with ability to filter/ search items on multiple criteria such as processing time, date, batch or online, FTP/STP mode of processing, user related information exceptions, success, failures, in-transit, status, amount, transaction reference number etc. | Yes | Yes | No  |
| 6.7.4  | Front end         | Features/ functionalities to be parameterized from front end by Bank/ customers                                                                                                                                                                                                                                                      | Yes | Yes | No  |
| 6.7.5  | Front end         | Dashboard and multiple charts should be available for viewing total transactions processed on any day, number of transactions across various stages of processing, charges, income, relationship value across products, successful v/s failed transactions, system errors etc.                                                       | Yes | Yes | No  |
| 6.7.6  | Front end         | Dash boards should be available to see the trend and volume of transactions processed in a day/period as a whole or customer wise/industry wise/product wise.                                                                                                                                                                        | Yes | No  | No  |
| 6.7.7  | Front end         | Transaction Level Enquiry & Reports based on UTR Number, Account Number, Unique Reference Number, Date Range, Failed/Success transactions                                                                                                                                                                                            | Yes | Yes | No  |
| 6.7.8  | Front end         | Instrument Query module which is enabled at both the end (corporate front end as well as bank side) to do query based on various parameters so that status and other details can be tracked                                                                                                                                          | Yes | Yes | No  |
| 6.8.1  | Analytics         | Analytics for customers and bank with actionable insights (bank- customer usage trends, performance reports, product adoption and transaction volumes, segmentation) (customer-spends, upcoming payments, offers)                                                                                                                    | Yes | Yes | No  |

|        |                     |                                                                                                                                                                                         |     |     |             |
|--------|---------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----|-----|-------------|
| 6.8.2  | Analytics           | Cash flow forecasting in graphical as well as tabular form (predictive analytics, past data, what if analysis etc)                                                                      | Yes | Yes | No          |
| 6.8.3  | Analytics           | Recommendation or nudges basis historic data, current balances using analytics, AI/ ML models (e.g., requirement for funds during month end for payroll processing, vendor payment due) | Yes | Yes | No          |
| 6.9.1  | Grievance redressal | Grievance redressal (ticketing mechanism) to raise and track ticket along with dashboards                                                                                               | Yes | Yes | No          |
| 6.9.2  | Grievance redressal | AI based chatbot for predefined FAQs                                                                                                                                                    | Yes | Yes | No          |
| 6.9.3  | Grievance redressal | Provision for customer assist through facility to troubleshoot the customer issues online through their profile with limited access.                                                    | Yes | Yes | No          |
| 6.9.4  | Grievance redressal | System should provide the complete details of Help desk support with different levels of escalation matrix as per the working day of bank or whenever required.                         | Yes | Yes | No          |
| 6.10.1 | Service request     | The solution should facilitate raising of service requests by customers, along with upload of documents                                                                                 | No  | Yes | No          |
| 6.10.2 | Service request     | Service requests raised by customers should be visible to operations/ marketing FOS team, with option of adding response                                                                | Yes | No  | Yes for FOS |
| 6.10.3 | Service request     | Response entered by operations/ marketing FOS team against service request should be visible to customer                                                                                | No  | Yes | Yes for FOS |
| 6.11.1 | Other requirements  | Float and fee income calculations for bank                                                                                                                                              | Yes | No  | No          |
| 6.11.2 | Other requirements  | Regulatory and bank policy compliance configured in the system (e.g., LEI code if payment > 50 Crores, positive pay facility for cheque lodgements, details of                          | Yes | Yes | No          |

|                                |                    |                                                                                                                                                                                                                             |     |     |    |
|--------------------------------|--------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----|-----|----|
|                                |                    | payment > 25 Cr to be sent to ALM operations, MIS to AML/ IAD dept in case of transactions above certain limits, Data sharing with BID)                                                                                     |     |     |    |
| 6.11.3                         | Other requirements | The application should have the capability to provide escrow services to the corporate clients in handling assets, including cash, securities, documents and other collaterals of escrow Bank account of Corporate clients. | Yes | Yes | No |
| 6.11.4                         | Other requirements | The application should have the capability to provide integrated nodal account for e commerce entities with collection and payment services.                                                                                | Yes | Yes | No |
| 6.11.5                         | Other requirements | The solution should provide readily available Fin-Tech On-Boarding facility with minimum configuration.                                                                                                                     | Yes | No  | No |
| <b>GOVERNMENT TRANSACTIONS</b> |                    |                                                                                                                                                                                                                             |     |     |    |
| 7.1.1                          | Onboarding         | On-boarding of Govts agency & treasury offices (TO/DDO/CDA/CGDA, PAO, SubPAO)- product selection, mode of transaction, user creation                                                                                        | Yes | No  | No |
| 7.1.2                          | Onboarding         | Hierarchy creation & maintenance- for agencies & sub agencies for MIS / scrolls delivery, authorization matrix, balance and limits                                                                                          | Yes | No  | No |
| 7.1.3                          | Onboarding         | Configuration of product accounts, BGL Accounts should be supported                                                                                                                                                         | Yes | No  | No |
| 7.2.1                          | Processing         | Acknowledgement of Files through SFG to PFMS(API)/ CRIS or any other agency                                                                                                                                                 | Yes | No  | No |
| 7.2.2                          | Processing         | Processing of Files – Direct Credit (DCR) / NEFT / RTGS / NACH / APBS / IMPS/ UPI/ CBDC                                                                                                                                     | No  | Yes | No |
| 7.2.3                          | Processing         | Option to replace/ amend Beneficiary account with card no., adhar no., imprest card                                                                                                                                         | No  | Yes | No |
| 7.2.4                          | Processing         | Acknowledgement of Success / Failure Transactions                                                                                                                                                                           | Yes | Yes | No |
| 7.2.5                          | Processing         | Generation of positive scrolls, positive scroll is MIS comprising of all transactions                                                                                                                                       | Yes | Yes | No |
| 7.2.6                          | Processing         | Generation of negative scrolls, negative scroll is MIS comprising of return/ failed transactions                                                                                                                            | Yes | Yes | No |
| 7.2.7                          | Processing         | Generation of combined scrolls (positive and negative scrolls)                                                                                                                                                              | Yes | Yes | No |

|        |                     |                                                                                                                                                                                        |     |     |    |
|--------|---------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----|-----|----|
| 7.2.8  | Processing          | Generation of settlement and amendmend reports for sharing with GAD (Govt accounts department)/ FSLO (Fund settlement link office),                                                    | Yes | No  | No |
| 7.2.9  | Processing          | Return marking and reversal entry for failed transactions (other manual processes also to be automated)                                                                                | Yes | No  | No |
| 7.2.10 | Processing          | Generation of receipts/ payments scrolls (multi-level)                                                                                                                                 | Yes | Yes | No |
| 7.2.11 | Processing          | Consuming of Success Scroll Acknowledgements                                                                                                                                           | Yes | No  | No |
| 7.2.12 | Processing          | Income tax refund order processing (integration with TIN 2.0)                                                                                                                          | Yes | No  | No |
| 7.2.13 | Processing          | Account PAN Validation for ITRO transaction processing for CBDDT                                                                                                                       | Yes | No  | No |
| 7.2.14 | Processing          | Settlement with NACH Branch for APBS / NACH                                                                                                                                            | Yes | No  | No |
| 7.2.15 | Processing          | Updation of Response Files for APBS received from NPCI                                                                                                                                 | Yes | No  | No |
| 7.2.16 | Processing          | Updation of Response Files received from CBS/NEFT/RTGS etc. wherever applicable                                                                                                        | Yes | No  | No |
| 7.2.17 | Processing          | Enable scheduling on transactions/files for future dates                                                                                                                               | Yes | Yes | No |
| 7.2.18 | Processing          | Delayed Payment Interest (DPI) Calculation                                                                                                                                             | Yes | No  | No |
| 7.2.19 | Processing          | MIS/ scroll customization to be supported for Govt transactions as well                                                                                                                | Yes | No  | No |
| 7.2.20 | Processing          | Cross checking of payment file with account/ budget file before processing for MOD.                                                                                                    | Yes | No  | No |
| 7.3.1  | Dashboard           | Daily / Monthly Scroll Generation and Auto mailing to respective offices                                                                                                               | Yes | Yes | No |
| 7.3.2  | Dashboard           | Dashboard for Updation of Receipt of Verified Datewise Monthly Statement (VDMS)                                                                                                        | Yes | Yes | No |
| 7.3.3  | Dashboard           | Dashboard for Enquiry of Status of Transaction / Processing / Settlement                                                                                                               | Yes | Yes | No |
| 7.3.4  | Dashboard           | Dashboard - transaction status, file status, at hierarchy level and govt level                                                                                                         | Yes | Yes | No |
| 7.4.1  | Reconciliation      | Reconciliation of DMS & GAD put through statement (daily settlement report)                                                                                                            | Yes | Yes | No |
| 7.4.2  | Reconciliation      | Reconciliation of Pooling and Parking Accounts for e-Payments / e-Receipts                                                                                                             | Yes | No  | No |
| 7.5.1  | Other Govt features | Integration with following applications:<br>1. Payments- PSG, CBS, CINB, GBSS (GAD), IT-Treasury for payments in Forex accounts, NPCI, ICEGATE<br>2. Receipts- ePay, PSG, MOPS, Mobile | Yes | No  | No |

|       |                     |                                                                                         |     |     |    |
|-------|---------------------|-----------------------------------------------------------------------------------------|-----|-----|----|
|       |                     | banking (UPI), QR, VAN & Mandates from Corporate portal                                 |     |     |    |
| 7.5.2 | Other Govt features | Ticketing for redressal of Complaints / Grievances of main office including sub offices | Yes | Yes | No |

## TECHNICAL REQUIREMENTS

Technical section comprises of 235 requirements which are broadly categorized into following 4 modules:

| Module                     | # of Requirements |
|----------------------------|-------------------|
| Architecture & Performance | 105               |
| Security                   | 56                |
| Support & Training         | 9                 |
| Enabling features          | 65                |
| <b>Total</b>               | <b>235</b>        |

The modules have been further segregated into following sub-modules:

| Module                     | Sub-modules                | # of Requirements |
|----------------------------|----------------------------|-------------------|
| Architecture & Performance | 1. Architecture            | 31                |
|                            | 2. API enabled             | 3                 |
|                            | 3. Backup & Recovery       | 10                |
|                            | 4. Data Migration          | 6                 |
|                            | 5. Integration             | 12                |
|                            | 6. Logging                 | 14                |
|                            | 7. Performance             | 8                 |
|                            | 8. Solution Design         | 21                |
| Security                   | 9. Information Security    | 10                |
|                            | 10. Security               | 46                |
| Support & Training         | 11. Support & Monitoring   | 5                 |
|                            | 12. Training               | 4                 |
| Enabling features          | 13. Alerts & Notifications | 8                 |
|                            | 14. Business Rules Engine  | 2                 |
|                            | 15. Master Data Management | 13                |
|                            | 16. MIS Reports            | 20                |
|                            | 17. User Management        | 19                |
|                            | 18. Workflow               | 3                 |
|                            | <b>Total</b>               | <b>235</b>        |

| Sr No. | Sub-module   | Technical Requirements                                                                                                                                                                                                                                                                                                                                                                                                              | Compliance (Yes/ No) |
|--------|--------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------|
| 1.1    | Architecture | Solution should have a modular, functionally scalable, flexible architecture. The application should be built on micro-services architecture with API / message based inter module integration to support selective scalability, component level deployments and upgrades.                                                                                                                                                          |                      |
| 1.2    | Architecture | System to support minimum three tier architecture- web server, app server and database etc.                                                                                                                                                                                                                                                                                                                                         |                      |
| 1.3    | Architecture | System should be able to comply with existing regulatory authority (RBI/IBA/SEBI/Government/etc.) requirements as well as flexible to handle future such requirements that may get published.                                                                                                                                                                                                                                       |                      |
| 1.4    | Architecture | System should be highly parameterized to support the implementation of the bank's policy requirements and statutory policy requirements e.g., Future changes proposed by the monetary authority about timings of process, limit of process, normalization etc.                                                                                                                                                                      |                      |
| 1.5    | Architecture | Solution with its all component must be deployed as per bank's requirement at all existing and future data centres, including but not limited to DC, NDC (Near DC), DR, NDR(Near DR). The solution should be deployed with high availability for DC and DR site. The High Availability architecture may span across multiple Data Centres near site and offsite. Solution should support DC and DR to be run in active-active mode. |                      |
| 1.6    | Architecture | Solution should have modular or loosely coupled architecture based on micro-services pattern to provide flexibility in terms of quick feature/functionality releases and reduced time to go live.                                                                                                                                                                                                                                   |                      |
| 1.7    | Architecture | System should support fault tolerant architecture with respect to software, hardware, network, etc. to prevent crash of system leading to its unavailability.                                                                                                                                                                                                                                                                       |                      |
| 1.8    | Architecture | Solution Architecture should be flexible to enable customization or new feature/functionality development, that are specific to the Bank.                                                                                                                                                                                                                                                                                           |                      |
| 1.9    | Architecture | Solution must be highly configurable and must provide capability for the Bank to configure products and workflows which can be bundled into packages and deployed.                                                                                                                                                                                                                                                                  |                      |

|      |              |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 |  |
|------|--------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--|
| 1.10 | Architecture | Where API integrations are involved, parameters of the APIs should be configurable. Based on client requirements, API should be able to handle different types of client integrations without any change request. API integration should support multiple type of payloads such as XML, JSON, TXT, Files as attachment etc. without any change request.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |  |
| 1.11 | Architecture | Application should support parameterized SMS template and E-mail formats to be sent through automailer without any change request.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              |  |
| 1.12 | Architecture | The system should be available for setup on Development, Staging/ Pre-Production, and other testing environments.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               |  |
| 1.13 | Architecture | Solution should support various types of authentication mechanism. Viz. Kerberos, LDAP, OAuth, Biometrics, UserID/Password, Token based, Certificate based, etc. The system should have ability to integrate with an external identity & access management system without any change request.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   |  |
| 1.14 | Architecture | Solution should provide the flexibility for the bank to choose the database to go with for this solution such as Oracle, Postgres, MS SQL, MySQL etc.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |  |
| 1.15 | Architecture | <p>The Solution Infrastructure should be sized based on the banks current and future growth. Following parameters of current data can be considered for the same.</p> <p>No. of Active Users: 45,00,000<br/> No. of concurrent users: ~5000</p> <p><u>Financial Transactions:</u><br/> Volume per year: ~330 Cr<br/> Peak transactions per DAY: ~7 Crore.<br/> No. of records in one file: 1,00,000 transactions<br/> No. of records in one API request (in case of batch): 100 transactions.<br/> No. of records in one file through API: 50,000 transactions</p> <p>Module wise details for the above would also be provided for designing services around it.</p> <p>Note:</p> <ul style="list-style-type: none"> <li>• A Year-on-year growth of 25% is expected in the above numbers.</li> <li>• These parameters mentioned above should not be linked to license cost. License to be priced on perpetual basis.</li> </ul> |  |
| 1.16 | Architecture | Architecture should ensure 'No single point of failure'.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        |  |
| 1.17 | Architecture | Web application would be published as a subdomain of the banks registered web domain. Solution should support this.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             |  |



|      |              |                                                                                                                                                                                                                                  |  |
|------|--------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--|
| 1.18 | Architecture | The solution has to handle a TPS (Financial Transactions per second) of minimum 800.                                                                                                                                             |  |
| 1.19 | Architecture | Solution should be designed for deployment on prem, on private/ public cloud or co-located DC. Preference is for Cloud based solution. Solution should support containerized deployment.                                         |  |
| 1.20 | Architecture | Solution should have the option of deployment on physical servers or virtual machines as per the bank's preference.                                                                                                              |  |
| 1.21 | Architecture | Solution should provide or support the following features/services to improve stability and performance: Cache services                                                                                                          |  |
| 1.22 | Architecture | Solution should provide or support the following features/services to improve stability and performance: Queue services                                                                                                          |  |
| 1.23 | Architecture | Solution should provide or support the following features/services to improve stability and performance: Auto scaling                                                                                                            |  |
| 1.24 | Architecture | Solution should provide or support the following features/services to improve stability and performance: Load Balancing                                                                                                          |  |
| 1.25 | Architecture | Solution should provide or support the following features/services to improve stability and performance: API / Call Throttling                                                                                                   |  |
| 1.26 | Architecture | Solution should provide or support the following features/services to improve stability and performance: Batch processing                                                                                                        |  |
| 1.27 | Architecture | Solution should provide or support the following features/services to improve stability and performance: Message routing & transformation                                                                                        |  |
| 1.28 | Architecture | Solution should provide or support the following features/services to improve stability and performance: Integration with API Gateway                                                                                            |  |
| 1.29 | Architecture | Solution should provide a Low-code No-Code platform to enable Bank IT team to introduce features and functionality for various journeys without the need to code.                                                                |  |
| 1.30 | Architecture | Solution should support horizontal and vertical scalability.                                                                                                                                                                     |  |
| 1.31 | Architecture | Flexible architecture that is easy to configure, change and integrate into Bank's IT ecosystem. New functionalities should be added without impacting existing configuration & integrations.                                     |  |
| 2.1  | API enabled  | Comprehensive list of open APIs for integrating with client's ERP systems for initiating financial & non-financial transactions, integrating with CBS or any other system for fetching/ updating information on real time basis. |  |

|      |                   |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  |  |
|------|-------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--|
| 2.2  | API enabled       | Access to developer portal of vendor should be provided to bank to enable basic customizations/ tweaking of the available APIs.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  |  |
| 2.3  | API enabled       | Parameters of API should be configurable, means ability to tweak API customization based on client requirements.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 |  |
| 3.1  | Backup & Recovery | The system should allow having a day-end back-up process.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        |  |
| 3.2  | Backup & Recovery | The system should also have recovery features in case of system failures.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        |  |
| 3.3  | Backup & Recovery | Backup should be possible in external media tapes for off-site storage.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          |  |
| 3.4  | Backup & Recovery | Real time backup and replication of data should be available between DC and DR site. Database at all data center sites should be in sync.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        |  |
| 3.5  | Backup & Recovery | The Data replication should happen from Primary site to all DR sites on real time to keep them synchronized.<br>Expected performance metrics are:<br>RTO (Real Time Objective): 15 minutes.<br>RPO (Real Point Objective): 0 minutes.                                                                                                                                                                                                                                                                                                                                                                                                            |  |
| 3.6  | Backup & Recovery | The solution proposed should ensure regular backup on both online and offsite locations.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |  |
| 3.7  | Backup & Recovery | Backups taken has to be periodically tested via recovery option to ensure prevention of loss of data.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            |  |
| 3.8  | Backup & Recovery | Backups taken in offsite location has to be preserved in a secured location with limited and restricted access to bank's personnel.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              |  |
| 3.9  | Backup & Recovery | No data would be purged.<br>Server Data: All files and logs to be kept as per bank policy.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |  |
| 3.10 | Backup & Recovery | System should support automated archival of data as per bank policy<br>For Payments – Uploaded Files data, transaction data etc.<br>For Collections – MIS Files, Transaction Data etc.<br>For Mandates – Registration Images, Files and Transactions Files and Data etc.<br>For Dividend Warrants - All data to be available for 7 years for an account.<br>For liquidity – transaction data<br>For Govt. – Files, Scrolls, transactions data etc.<br>Server Data (Application logs/System Logs):<br>To be kept as per bank policy before being archived.<br>System should support recovery of archived data for audit or investigation purpose. |  |

|     |                |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               |  |
|-----|----------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--|
| 4.1 | Data Migration | <p>From Migration perspective, Vendor solution should be able to work with the existing technology stack and architecture to ensure smooth migration from the legacy system to the new one. In this regard, for reference, the technology stack currently in place are as below:</p> <p>Front End - JSP, HTML5, AngularJs, JQuery etc.</p> <p>Back End - Java J2EE Spring, etc.</p> <p>Database - Oracle 19c</p> <p>API Integrations - XML/RESTFul/TCPIP</p> <p>Certificates: .cer, .crt etc.</p> <p>Private Keys: .p12, .pem format etc.</p> |  |
| 4.2 | Data Migration | <p>Vendor should ensure that the requirements gathering exercise it would conduct would consider the exact specification of the existing data architecture. Further, the mapping of this data to the new data architecture/schema would be done and the actual migration (including database tables) would be carried out in a phased manner based on the planned scope of the MVPs.</p>                                                                                                                                                      |  |
| 4.3 | Data Migration | <p>Vendor should ensure that the data migration (including certificates, transaction data of all tables, images/documents etc. of all modules of existing SBI CMP application) activities would be tested and validated before production run. All Data stored in Database should be readable and accessible to bank by the third party tools like PowerBI, R, Python, TOAD, SQLDeveloper etc.</p>                                                                                                                                            |  |
| 4.4 | Data Migration | <p>The data migration approach should ensure that all database tables, images/documents, public/private keys/certificates etc. of all modules of existing SBI CMP application should be available in the new system.</p> <p>Also, data required for mandatory fields in the new system is either collected from bank or valid default values are considered.</p> <p>These defaults fields of tables should be made available in new systems and same to be validated with the bank's functional and technical teams.</p>                      |  |
| 4.5 | Data Migration | <p>Migration of customer data from existing CMP system through backend and additional data fields to be created/modified without any development cost to the bank.</p>                                                                                                                                                                                                                                                                                                                                                                        |  |

|     |                             |                                                                                                                                                                                                                                                                                                                                                                                                           |  |
|-----|-----------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--|
|     |                             | Migrated customer data should be made available through front-end for both Clients and Bank for attending queries and providing support to migrated customers without any development cost to Bank.                                                                                                                                                                                                       |  |
| 4.6 | Data Migration              | <p>The vendor is responsible for highlighting any discrepancies or integrity issues with the existing data to avoid the same getting migrated to the new solution.</p> <p>A resolution for the same has to be discussed and arrived at with the banks team.</p>                                                                                                                                           |  |
| 5.1 | Integration                 | <p>Solution should allow for Integration with SBI internal and 3rd party external systems etc. via Industry standard approaches like Custom Adapters, RESTful API, etc.</p> <p>These integrations can be a) allowing access to CMP APIs or b) CMP making calls to these systems. Key aspect of all functionalities to be supported on Mobile App need to be available through RESTful APIs with JSON.</p> |  |
| 5.2 | Integration                 | <p>System should support data exchange with all the channels i.e. web upload, email, SFTP, H2H, web service /API, form based, Bulk and batch process for file transfer and future technologies channels etc.</p> <p>should be able to segregate different modes of processing as per the defined data.</p>                                                                                                |  |
| 5.3 | Integration                 | As part of file handling, System should be able to split /generate/control the file, in case of manual upload to desired limit as per user's requirement e.g. amount wise, region-wise, product-wise, based on parametrization etc.                                                                                                                                                                       |  |
| 5.4 | Integration (Clients)       | System should be capable to Integrate with Corporates ERPs (e.g. SAP, Tally, Oracle, MS Dynamics etc.), or Govt. ERPs (e.g. PFMS, Treasury net, TIN2.0 etc.) via MQ, Files, API, Port based, ISO message format, Swift message, MT formats etc.                                                                                                                                                           |  |
| 5.5 | Integration                 | System should integrate with Banks's mail systems to generate notification on mails and SMS and through auto mailers.                                                                                                                                                                                                                                                                                     |  |
| 5.6 | Integration                 | System should integrate with Payment gateways, Merchant Sites (ePay, MOPS, etc.) for the collections, mandates or other such requirements.                                                                                                                                                                                                                                                                |  |
| 5.7 | Integration (Bank Internal) | System should integrate with Bank downstream systems like CBS, IPH. INB, EIS, Prepaid cards, Mobile Banking (UPI, IMPS, Mobile Apps), INB, CRM, SFTP, YONO Business Platform, CTS, IT-treasury, SMS Gateway,                                                                                                                                                                                              |  |

|      |                                         |                                                                                                                                                                                                                                                    |  |
|------|-----------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--|
|      |                                         | EBMS O365 gateway, EDMS (Document management system) etc. for posting all financial and non-financial transactions and receiving messages via MQ, Files, API, Port based, ISO message format, Swift message, MT formats etc.                       |  |
| 5.8  | Integration (Bank Control & Monitoring) | System should integrate with Bank internal systems like ADS (Employee SSO), Monitoring Applications, SIEM, DAM, SOC, PIMS, Dataware House, DLP, Antivirus etc.                                                                                     |  |
| 5.9  | Integration (Upstream & Regulators)     | Application should integrate with other applications like existing collection systems/gateways of RBI, IDRBT, NPCI, GST, ICEGATE, NTRP, eKUBER, Fintechs, ONDC etc.                                                                                |  |
| 5.10 | Integration                             | Host to Host Integration - Application should have the capability to integrate through H2H directly with client's ERP, Other system etc.                                                                                                           |  |
| 5.11 | Integration                             | The solution should provide readily available ERP integration connectors/adaptors with minimum configuration with any corporate client's system, thus reducing onboarding TAT. without any development cost to the bank.                           |  |
| 5.12 | Integration                             | Solution should host APIs viz.<br>API (REST-Bulk)<br>API (REST-RealTime)<br>API (SOAP-Bulk IDOC PEXR2002 format)<br>API (File Upload)                                                                                                              |  |
| 6.1  | Logging                                 | The system should generate error. These should be descriptive enough to allow traceability of the data/function error to the most granular level as per bank IS policy.                                                                            |  |
| 6.2  | Logging                                 | System should allow configuration-based start/stop of logs based on levels (Information/Warning/Error/etc.). These should be descriptive enough to allow traceability of the data/function error to the most granular level as per bank IS policy. |  |
| 6.3  | Logging                                 | Confidential or PII (Personally Identifiable Information) data in log should be adequately encrypted, tokenized, masked as per bank IS policy.                                                                                                     |  |
| 6.4  | Logging                                 | Solution should provide comprehensive configuration-based event logging for monitoring, auditing and troubleshooting purposes as per bank IS policy.                                                                                               |  |
| 6.5  | Logging                                 | All logs should be maintained for each action taken with timestamp, user ID and IP address                                                                                                                                                         |  |

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|      |             | etc where action is performed as per bank IS policy.                                                                                                                                                                                   |  |
| 6.6  | Logging     | Audit Logs for all Upstream & Downstream systems should be maintained as per bank IS policy.                                                                                                                                           |  |
| 6.7  | Logging     | Audit trail for actions performed by information security administrators (at security module level) as per bank IS policy.                                                                                                             |  |
| 6.8  | Logging     | Logs for any modification done should be available with the required details for audit as per bank IS policy .                                                                                                                         |  |
| 6.9  | Logging     | Audit trails should contain sufficient details to reconstruct events to determine the cause of the security violation or malfunction as per bank IS policy.                                                                            |  |
| 6.10 | Logging     | Application should not allow any amendments/deletion to Audit Trails, Transaction Journal and Logs.                                                                                                                                    |  |
| 6.11 | Logging     | Logs should be maintained at every level of the application layers as per bank IS policy.                                                                                                                                              |  |
| 6.12 | Logging     | User related activities including unsuccessful attempts to sign in must be recorded in the log files.                                                                                                                                  |  |
| 6.13 | Logging     | Audit trails should be recorded for all activities including financial and non-financial activities at application level, DB level, Middleware level, OS level etc.                                                                    |  |
| 6.14 | Logging     | Application logs to be integrated with Security Operations Center (SOC) for monitoring purposes as per format defined by SOC.                                                                                                          |  |
| 7.1  | Performance | System Uptime should be minimum 99.90% per day.                                                                                                                                                                                        |  |
| 7.2  | Performance | For the web application the static page load time (e.g., Login page) : < 2 secs                                                                                                                                                        |  |
| 7.3  | Performance | Rendering Search results on the web pages should be < 5 seconds                                                                                                                                                                        |  |
| 7.4  | Performance | Rendering MIS reports or Dashboard should be <5 seconds.                                                                                                                                                                               |  |
| 7.5  | Performance | Executing form based financial/non-financial transactions on the system should be < 5 seconds.<br>End to end processing of files with records count upto 50,000 should be < 15 Minutes including Uploading, Parsing, Posting, MIS etc. |  |
| 7.6  | Performance | Application Programming Interface(API) response time should be :<br>Asynchronous API Calls < 2 seconds.<br>Synchronous API Calls < 1 second.<br>These are APIs that are built and hosted by the CMP Platform.                          |  |

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| 7.7 | Performance     | Transaction failure due to technical reasons below 0.01%                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              |  |
| 7.8 | Performance     | CPU utilization should not exceed 70% at any point of time including the time of peak transaction load.                                                                                                                                                                                                                                                                                                                                                                                                                                                                               |  |
| 8.1 | Solution Design | Access to application API from Corporate/Government would be via secure authentication. E.g. TLS, Encryption, Digital Signature, Tokenization etc. As per bank's IS policy guidelines time to time without any development cost to the bank.                                                                                                                                                                                                                                                                                                                                          |  |
| 8.2 | Solution Design | Solution should be Web Application compatible on all latest versions of major web browsers- Microsoft Edge, Internet explorer, Google Chrome, Mozilla Firefox, Opera etc and on mobile application<br>Without any development cost to the bank.                                                                                                                                                                                                                                                                                                                                       |  |
| 8.3 | Solution Design | 2 Web applications should be built as below:<br><b>CMP Customer Portal (Internet):</b> For Client like Corporate, Government.<br><b>Branch Portal (Intranet/Internet):</b> For Bank Branch Users                                                                                                                                                                                                                                                                                                                                                                                      |  |
| 8.4 | Solution Design | The solution interface should have adaptive and responsive design based on various form factors available in Desktops, Laptops, Smartphones, Tablets, etc. which would be used by the end users of this application.                                                                                                                                                                                                                                                                                                                                                                  |  |
| 8.5 | Solution Design | Solution would have web portal-based access for<br><b>Bank Users:</b> Super Admin, Admin, Marketing Executives, RMs, DGMs, Branch Maker, Branch Checker, MIS/Report User etc.<br><b>Corporate Users:</b> Admin, Enquiry Users, Group Users, Maker, Checker Level 1...N level, Releaser etc.<br><b>Government users:</b> Admin, Super Admin, Enquiry Users, Group Users, Maker, Checker Level 1...N level etc.<br><b>Agents:</b><br>A) Agents from Partner Agencies. They use YONO Business App.<br>B) Agency users would need access to CMP Portal to Manage Agency Users themselves. |  |
| 8.6 | Solution Design | The system should generate standard custom defined error messages based on pre – defined parameters.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  |  |
| 8.7 | Solution Design | End-users would see business friendly messages while the actual error message should be made available to IT team for Root Cause Analysis (RCA) purposes.                                                                                                                                                                                                                                                                                                                                                                                                                             |  |

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| 8.8  | Solution Design | Solution should have Bank's branding in term of logo, color schemes, fonts and other branding content on the channel etc.                                                                                                                                                                                           |  |
| 8.9  | Solution Design | The system should be capable of displaying the details of corporate, Government body's logo, name, address on the portal as part of personalization.                                                                                                                                                                |  |
| 8.10 | Solution Design | It should support data entry via upload of files in various industry specific standard formats like ZIP, RAR, PDF, XML, IMAGES (JPG, JPEG, TIFF etc.), EXCEL, DOC(x), TXT (Delimited & Fixed length), CSV, DAT etc. centrally or from Corporate/Government/banks location etc.                                      |  |
| 8.11 | Solution Design | System should support file formats with headers, footers and blank lines or without headers, Footers and blank lines, with any delimiter as required by clients (Corporates / Government body).                                                                                                                     |  |
| 8.12 | Solution Design | It should support MT940, MT942 [Mandatory] [Optional] MT950, ISO20022, ISO8583, SWIFT messaging formats etc.                                                                                                                                                                                                        |  |
| 8.13 | Solution Design | System should have user-friendly and intuitive UI/UX design.                                                                                                                                                                                                                                                        |  |
| 8.14 | Solution Design | Access to the solution for Banks employees should be from Banks Intranet / VPN / MDM devices.                                                                                                                                                                                                                       |  |
| 8.15 | Solution Design | For devices to be used for access by Bank Employees (via Intranet access), Solution should support Office connected desktop/Laptop, MDM connected devices etc.                                                                                                                                                      |  |
| 8.16 | Solution Design | For devices to be used for access by Corporate/Govt. users. (Via Internet Access.), Solution should support Desktop/Laptops/Smartphones from Internet or via VPN access. Additionally, access via H2H / SFTP /API/ Dedicated connections/etc. also has to be provided. The Architecture design should support them. |  |
| 8.17 | Solution Design | Version Control Mechanism should be implemented to track both product versioning as well as the custom design that gets released to production.                                                                                                                                                                     |  |
| 8.18 | Solution Design | YONO Business has specific integrations with CMP portal. The same needs to incorporate into the new CMP solution. The use cases would be for Agents for File Approval/ Balance/Status on Payments without any development cost to bank.                                                                             |  |



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| 8.19 | Solution Design      | System should ensure processing of Unique files and transactions only so that no files and transactions are processed twice.                                                                                                                                                             |  |
| 8.20 | Solution Design      | The system should be capable of displaying advertisement and marketing banners on the portal - On login page and on landing page post login.                                                                                                                                             |  |
| 8.21 | Solution Design      | Solution should have file Format Mapper - Ability to define & map file formats (input file as well as response file) as per customer's unique requirements.                                                                                                                              |  |
| 9.1  | Information Security | Secure coding practices should be used. Please refer NIST SP 800-204C or the latest one for detailed guidelines                                                                                                                                                                          |  |
| 9.2  | Information Security | NIST SP-800-190 (Application Container Security Guide) should be followed for Microservice based architecture                                                                                                                                                                            |  |
| 9.3  | Information Security | If source code is not shared with bank, then Vendor to provide latest Security Review Report done by any CERTN-IN empaneled ISSP                                                                                                                                                         |  |
| 9.4  | Information Security | Application should be tested and patched against known vulnerabilities as defined in OWASP Top 10 and SANS 25 prior to handover to the Bank.                                                                                                                                             |  |
| 9.5  | Information Security | No static details regarding project (e.g., Default username, password) are mentioned in the code.                                                                                                                                                                                        |  |
| 9.6  | Information Security | Obfuscation of code to be done while putting the project into production.                                                                                                                                                                                                                |  |
| 9.7  | Information Security | DevSecOps activities and processes should be followed and aligned with SDLC (Software Development Lifecycle) framework in Agile mode and IT service management processes (e.g., Configuration management, change management, software release management).                               |  |
| 9.8  | Information Security | Transfer of software from development to test and test to production should follow a controlled procedure to ensure that only the software that has undergone testing can be released to production.                                                                                     |  |
| 9.9  | Information Security | Adequate knowledge transfer should be planned. Knowledge transfer includes but not limited to transfer of skills, operating processes, and procedures. Focused training sessions, handholding for certain period and detailed documentation should be used to ensure knowledge transfer. |  |
| 9.10 | Information Security | Vendor to support DevSecOps Implementation to ensure that Deployment/Rollback in production would be automated without the need for access to servers for Vendor.                                                                                                                        |  |

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| 10.1  | Security | The software solution should follow best practices in architecture, design and coding. In the case of web application, it has to adhere to OWASP design and security guidelines.                                                                                                                |  |
| 10.2  | Security | System should support Single Sign-On (SSO). Single Sign-On would have to be with the Active Directory Services (for Employees). Yono Business Platform (Client SSO). Single login and single reference ID (corporate ID) for all cash management modules and single sign on with Yono-Business. |  |
| 10.3  | Security | The PII data should be stored in masked form. It should have capability for data encrypted, tokenized and masked. Movement should also happen in encrypted form.                                                                                                                                |  |
| 10.4  | Security | The data should be stored in encrypted form as per bank IS policy.                                                                                                                                                                                                                              |  |
| 10.5  | Security | Movement of data should also happen in encrypted form as per bank IS policy.                                                                                                                                                                                                                    |  |
| 10.6  | Security | Solution should have capability for data masking, encryption, tokenization and data vaulting etc..                                                                                                                                                                                              |  |
| 10.7  | Security | Corporate/Government users should be able to change their passwords for login/ transactions without banks intervention. This process has to be secure with Multi-Factor Authentication (MFA)                                                                                                    |  |
| 10.8  | Security | Bank users would follow the existing policy on password changes as it would be integrated with their employee account in Active Directory.                                                                                                                                                      |  |
| 10.9  | Security | Support two/multi factor authentication mechanism during login e.g. OTP, Biometric , Tokens /Soft Token/Hard token or any other secure way of login                                                                                                                                             |  |
| 10.10 | Security | Role based access to the system should be available.                                                                                                                                                                                                                                            |  |
| 10.11 | Security | . System should be deployable on secured and hardened infrastructure including Application, OS, Database, load balancers, middleware (e.g. web servers tomcate, websphere etc.) as per Bank's IS policy                                                                                         |  |
| 10.12 | Security | System to support Virtual keyboard option during password entry during corporate login.                                                                                                                                                                                                         |  |
| 10.13 | Security | The Unsuccessful attempts to log-in to the system should be recorded on the log files.                                                                                                                                                                                                          |  |
| 10.14 | Security | Verification of identity of users through User Id/ Passwords (As per banks password policy & in encrypted format).                                                                                                                                                                              |  |

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| 10.15 | Security | Solution should support Mechanism of Multifactor Authentication of Transaction Authorization – OTP, , Biometric , Transaction password, Tokens /Soft Token/Hard token, or any other secure way of authorizing transactions                                                          |  |
| 10.16 | Security | It should check/record/verify authentication of source of each transaction like user IDs, IP address, Mac address etc. and maintain logs which is required for AUDIT purpose.                                                                                                       |  |
| 10.17 | Security | Data entry / upload of files should be with due authentication and encryption                                                                                                                                                                                                       |  |
| 10.18 | Security | Support for file upload with digital signature/ RSA token/ encryption.                                                                                                                                                                                                              |  |
| 10.19 | Security | Option for Two or more users should authorize file upload, with provision for multi-level authorization for bulk/individual uploads depending on Bank's requirement (e.g., Multilevel authorization for amount exceeding a ceiling limit). Maker checker concept should be present. |  |
| 10.2  | Security | System should support forgot password retrieving facility.                                                                                                                                                                                                                          |  |
| 10.21 | Security | System should support inactivity period number or retries for login feature, last login time , session time out time etc.                                                                                                                                                           |  |
| 10.22 | Security | System should support CAPTCHA authentication.                                                                                                                                                                                                                                       |  |
| 10.23 | Security | Movement of data (in Transit) should be secured.                                                                                                                                                                                                                                    |  |
| 10.24 | Security | System should support security features such as SFTP, HTTPS, Digital Certificates etc.                                                                                                                                                                                              |  |
| 10.25 | Security | System should support security features such as encryption, decryption, hashing, salting, signature verification etc.                                                                                                                                                               |  |
| 10.26 | Security | System should support security features such as digitally signed data transmission and verification.                                                                                                                                                                                |  |
| 10.27 | Security | Different levels of authorization should be available. System should be capable to allow users to access /create/ modify object or functionality as per their roles.                                                                                                                |  |
| 10.28 | Security | System should support TLS1.2 certificate and as per Bank IS policy on time to time                                                                                                                                                                                                  |  |
| 10.29 | Security | System should adhere to any data related regulatory requirement as prescribed by the government or Bank from time to time. This adherence should not result in any cost impact to the bank.                                                                                         |  |

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| 10.30 | Security | System should have auto log-off functionality on session timeout or user inactivity etc. as prescribed by the Banks IS policy.                                                                                                                                                                                                                                                                                                 |  |
| 10.31 | Security | The solution should provide H2H integration with encryption, decryption and digital signature with corporate ERP/ other operating systems for secure file transfer between the corporates and the Bank. Encryption algorithm of client should be supported by the system.                                                                                                                                                      |  |
| 10.32 | Security | Architecture should ensure the security of the deployment architecture by segregating the servers into various security zones. E.g., Web Server in DMZ, App Server in MZ, Database in Core MZ, etc..                                                                                                                                                                                                                           |  |
| 10.33 | Security | Access of Corporate, Government via Internet can be from whitelisted domains or IPs, where applicable.                                                                                                                                                                                                                                                                                                                         |  |
| 10.34 | Security | Alternate access to the solution via VPN or dedicated connection should be supported.                                                                                                                                                                                                                                                                                                                                          |  |
| 10.35 | Security | Aadhar Vaulting to be implemented where Aadhar Numbers are stored in Database.                                                                                                                                                                                                                                                                                                                                                 |  |
| 10.36 | Security | PCI-DSS to be implemented for Card based payments, where card numbers are stored.                                                                                                                                                                                                                                                                                                                                              |  |
| 10.37 | Security | System should support IPv4 & IPv6 protocols.                                                                                                                                                                                                                                                                                                                                                                                   |  |
| 10.38 | Security | <p><u>Data at Rest:</u><br/> <b>Application Logs:</b> To be encrypted. PII (Personally Identifiable Information) data should be masked. Log structure should be as per SBI guidelines.<br/> <b>Database:</b> TDE (Transparent Data Encryption) &amp; Redaction to be implemented.<br/> <b>All passwords/PINs:</b> should be hashed with random salt at the time of input. <b>Minimum:</b> SHA-2 or equivalent and above</p>    |  |
| 10.39 | Security | <p><u>Data in Transit:</u><br/> Channel level security TLS 1.2 in all communications including Web to App to DB server.<br/> All File based communication to have additional encryption on file.<br/> API communication should have payload encryption in additional to authenticated access.<br/> No sensitive/PII data should be visible/in plain text during the whole communication including internal communications.</p> |  |
| 10.40 | Security | <p><b>API Integration:</b><br/> Authentication: Token based,<br/> Symmetric/Asymmetric encryption, hashing<br/> Payload: Payload Encryption,</p>                                                                                                                                                                                                                                                                               |  |

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|       |                      | For STP (Straight Through Process) digital signing is also required.                                                                                                                                                                                                                                                                                                                                                                                 |  |
| 10.41 | Security             | Application should support bank's Password policy in case it's not SSO based.                                                                                                                                                                                                                                                                                                                                                                        |  |
| 10.42 | Security             | Access of the solution for other systems (Internal/external) would be via authenticated and secure API calls.                                                                                                                                                                                                                                                                                                                                        |  |
| 10.43 | Security             | Access to the infrastructure hosting the solution would be via restricted, authenticated access. This access would be available only from the bank's IT Centers.<br><b>Test, Preprod environment:</b> Access to Vendor and Bank IT teams.<br><b>Production (and DR):</b> Access would be given to Access to Vendor Support team and Bank IT Teams                                                                                                    |  |
| 10.44 | Security             | <b>Encryption/Cryptography requirements:</b> Asymmetric Encryption or Symmetric with asymmetric Encryption (e.g., AES256withRSA).<br>Key Size Minimum 256 for symmetric and 2048 for asymmetric                                                                                                                                                                                                                                                      |  |
| 10.45 | Security             | To store confidential digital, Public/private keys, Security Tokens a secure key store would have to be used. System should have the option of integrating with a key store for managing keys.                                                                                                                                                                                                                                                       |  |
| 10.46 | Security             | MIS, payment advice and other reports should support embedding of customer's digital signature or Bank's digital signature.                                                                                                                                                                                                                                                                                                                          |  |
| 11.1  | Support & Monitoring | System should monitoring all files & transactions for customers and Ops team. The system should be monitorable at component level and required telemetry (observability), logs available for quick response & resolution in defined SLAs.                                                                                                                                                                                                            |  |
| 11.2  | Support & Monitoring | The Vendor shall provide services of following dedicated onsite resources for end to end operations, application and infrastructure support:<br>1. 18 resources for application support including Team Lead<br>2. 12 resources for infra support including Team Lead:<br>Middleware Admin- 3 resources, DB Admin- 3 resources, Network Admin- 2 resources<br>OS Admin- 3 resources, Team Lead- 1 resources<br>The count of resources of 30 resources |  |

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|      |                      | mentioned above is indicative, it can be mutually decided between the Bank and the vendor.                                                                                                                                                                                                                                                                                                                                                          |  |
| 11.3 | Support & Monitoring | The support needed for this period is 24x7x365 days. The resources should be deployed in shifts to ensure round the clock support services.                                                                                                                                                                                                                                                                                                         |  |
| 11.4 | Support & Monitoring | If solution includes open-source software, the OEM vendor will be responsible for its support                                                                                                                                                                                                                                                                                                                                                       |  |
| 11.5 | Support & Monitoring | Support should be provided for Complaints/Issues/Queries raised through eMail, Helpdesk, CRM, etc. and resolution of issues as per TAT agreed in SLA between Bank and the Vendor.                                                                                                                                                                                                                                                                   |  |
| 12.1 | Training             | Vendor must impart training to the Bank's Core Team (IT as well as functional) before UAT. The training should cover configuration, operation / functionalities, maintenance, support & administration for software / middleware, application architecture and components, installation, troubleshooting processes of CMP application.                                                                                                              |  |
| 12.2 | Training             | Training to the IT team should cover the system administration viz.<br>I. System Administration & User management<br>II. Management of Application software<br>III. Data base administration<br>IV. Report writing<br>V. Security management<br>VI. Backup & Disaster Recovery Operations<br>VII. Troubleshooting<br>VIII. Creation of document category<br>IX. Designing workflow<br>X. Management of servers, storage, database and security etc. |  |
| 12.3 | Training             | Demo portal, SOPs, User manuals for training of all stakeholders- branch, customers & Ops team should be provided.                                                                                                                                                                                                                                                                                                                                  |  |
| 12.4 | Training             | Training on Development –Vendor to arrange for comprehensive technical training primarily on development of workflow solutions, report writing, dashboards on the following topics<br>I. Workflow solutions / Business Process Management<br>II. Integration between various programs / applications with solution                                                                                                                                  |  |

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|      |                        | III. Linkage between various programs and modules of applications software<br>Program coding                                                                                                                       |  |
| 13.1 | Alerts & Notifications | System should be able to provide internal notification for action item, pending authorization, final authorization to authorized users/approvers etc                                                               |  |
| 13.2 | Alerts & Notifications | System should support notification through various modes such as email, SMS etc automatically as per banks requirements. This notification can be to internal (bank) or external (Customer/Agency/etc.) users etc. |  |
| 13.3 | Alerts & Notifications | System should support E-mail and SMS alerts for Exceptions.                                                                                                                                                        |  |
| 13.4 | Alerts & Notifications | System should be able to integrate with Bank downstream applications like Core Banking solution, IPH, EIS etc. on real time basis to pull data for giving alerts/ notifications                                    |  |
| 13.5 | Alerts & Notifications | Email/ SMS to the customers prior to the execution of Standing Instruction as defined in the SI and reprocessing of instructions.                                                                                  |  |
| 13.6 | Alerts & Notifications | Alerts on specific transactions based on events. This should be customizable and should not require code level changes and redeployment. (e.g., broadcasting message for shift to DR)                              |  |
| 13.7 | Alerts & Notifications | If transaction not verified within specified time or transaction has failed, appropriate alert should be sent to customer/ bank.                                                                                   |  |
| 13.8 | Alerts & Notifications | Alerts (SMS & email) & notifications on transactions, creation, renewals, inactive customers etc.                                                                                                                  |  |
| 14.1 | Business Rules Engine  | Business rules should be configurable and should allow change, based on business requirements.                                                                                                                     |  |
| 14.2 | Business Rules Engine  | Solution should support the option of integration with banks existing BRE solution for consuming business rules.                                                                                                   |  |
| 15.1 | Master Data Management | System should have Master Data Management module with Maker-Checker functionality and audit trail around it.                                                                                                       |  |
| 15.2 | Master Data Management | System should be having functionality for creating and maintaining Customer/ Bank/Branch and any other Masters ( Data entry and File upload system etc.).                                                          |  |
| 15.3 | Master Data Management | Master Data module should be loosely coupled with the system so that any additions/updates to                                                                                                                      |  |

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|       |                        | master data need not require solution redeployment.                                                                                                                                                                                              |  |
| 15.4  | Master Data Management | System should be capable of defining the charges / Invoices at client level/product level at various frequencies like monthly/quarterly/yearly etc.                                                                                              |  |
| 15.5  | Master Data Management | System should be capable of defining customer product wise input / output file format as per the requirement of client                                                                                                                           |  |
| 15.6  | Master Data Management | System should have the feature of capturing the details of the person/s collecting amount in form of DD/Cheque/cash/instrument, Day basis arrangements like day 0, day 1, day 2 and provide necessary vouchers, transaction details accordingly. |  |
| 15.7  | Master Data Management | System should have ability to define holidays, day begin and day end facility. System should be capable of maintaining Holiday masters: national / state / district / branch / day wise.                                                         |  |
| 15.8  | Master Data Management | Capability for client master creation with all KYC compliance. System should be capable of maintaining client wise authorization / escalation matrix.                                                                                            |  |
| 15.9  | Master Data Management | Customer master should support single account, multiple account, limits for each account and charges.                                                                                                                                            |  |
| 15.10 | Master Data Management | System should have the ability to bulk upload for creating Users, Group creations, Authorization mappings, maintain list, create rules, Account linking etc.                                                                                     |  |
| 15.11 | Master Data Management | System should have bulk uploading functionality to upload customers data files like Beneficiary master, LEI master, VAN dealer master etc. with modification ,/ deletion or addition etc. by Clients                                             |  |
| 15.12 | Master Data Management | System should have the ability for modification/addition of multiple accounts in existing group at one go.                                                                                                                                       |  |
| 15.13 | Master Data Management | System should have the functionality of bulk upload of masters data like Beneficiary master, LEI master, VAN dealer master etc. with modification , deletion or addition into the system by bank users.                                          |  |
| 16.1  | MIS Reports            | System should support schedule-based generation and mailing of various reports through scheduler and auto mailer as per banks requirement.                                                                                                       |  |
| 16.2  | MIS Reports            | Allow users to export MIS reports in standard formats like Excel, PDF, XML etc.                                                                                                                                                                  |  |



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| 16.3  | MIS Reports | System should have facility to enable customers to login and download MIS reports required by them over WEB, API, Email, SFTP, H2H etc..                                                                                                                                               |  |
| 16.4  | MIS Reports | The system should allow users to download and print reports directly from the system.                                                                                                                                                                                                  |  |
| 16.5  | MIS Reports | There should be provision to send variety of reports (including Corporate/Government user specific reports defined in the system) through AUTO MAILER and on required frequencies                                                                                                      |  |
| 16.6  | MIS Reports | Provision to send similar type of reports to specific group of customers through auto mailer. Parameterization required for selection of customers/clients for sending auto mailer reports.                                                                                            |  |
| 16.7  | MIS Reports | Exception reports should be available.                                                                                                                                                                                                                                                 |  |
| 16.8  | MIS Reports | MIS module should support various MIS report formats viz Excel, CSV, TXT, pdf, xml, MT940 etc                                                                                                                                                                                          |  |
| 16.9  | MIS Reports | MIS module should support sharing of MIS reports through e-mail, FTP, SFTP, APIs etc.. All formats should be customizable                                                                                                                                                              |  |
| 16.10 | MIS Reports | Application should have basic reporting options and should have report building flexibility to users. Facility to design reports as per requirements. Report writer/builder should be available to the Bank to generate their own reports and queries.                                 |  |
| 16.11 | MIS Reports | System should be capable to provide MIS in any standard format required by client like viz. txt, csv, xlsx, docx, xml, json etc.                                                                                                                                                       |  |
| 16.12 | MIS Reports | System should support various hierarchy-based reports like Branch manager should have access to his branch report and zonal office , circle office , head office have access to have overall report etc. rule and role based.                                                          |  |
| 16.13 | MIS Reports | Interface with Drag & Drop/mapping of fields option to create dynamic MIS formats based on the requirements from different clients. Since requirements will be different from client to client, defining of MIS formats can be easy for different requirements from different clients. |  |
| 16.14 | MIS Reports | System should provide separate, incremental, cumulative, consolidate MIS etc. for collection as well as payments in the format required by client.                                                                                                                                     |  |
| 16.15 | MIS Reports | MIS Module should support all latest security algorithms like Digital Signature, PGP. For encryption and decryption of files.                                                                                                                                                          |  |
| 16.16 | MIS Reports | MIS reports can be viewed across various devices like mobile, laptop, desktops, tablets.                                                                                                                                                                                               |  |

|       |                 |                                                                                                                                                                                                                                                                              |  |
|-------|-----------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--|
| 16.17 | MIS Reports     | MIS and databases should be readable to bank via third party tools like R, Power BI, Python, TOAD, SQLDeveloper etc. and also exportable in csv, txt, xml etc. formats for running analytics.                                                                                |  |
| 16.18 | MIS Reports     | MIS Generation from DR server on T+1 basis                                                                                                                                                                                                                                   |  |
| 16.19 | MIS Reports     | System should enable monitoring of all transactions and files both at customers and bank end. System should support monitoring of processing engines and related integrations (e.g. application should monitor right from upload to execution of transaction and reporting)  |  |
| 16.20 | MIS Reports     | System should generate ACK, NACK, TACK etc, for each incoming file from clients before and after processing.                                                                                                                                                                 |  |
| 17.1  | User Management | User Management Module to be available for Bank. With audit trail capability.                                                                                                                                                                                                |  |
| 17.2  | User Management | Limited and Controlled User Management module to be available for Corporate and Government body to manage their users by administrator. Viz. Create users & passwords with limited access like view / generate report etc. This would have complete audit trail of activity. |  |
| 17.3  | User Management | Role based access to be supported for customers which should be configurable.                                                                                                                                                                                                |  |
| 17.4  | User Management | Corporate/Government admins should be allowed to create users & passwords with limited access like view / generate report etc. (Self-user management).                                                                                                                       |  |
| 17.5  | User Management | Addition/ management/ activation/ deactivation/ reactivation/ modification/ deletion of user profiles- internal roles (bank) and external roles (customers)                                                                                                                  |  |
| 17.6  | User Management | Allow definition of Transaction limits at corporate level and user level                                                                                                                                                                                                     |  |
| 17.7  | User Management | Customer/ Bank can administer and manage user creation and profiles, roles and workflow rules for their respective entity.                                                                                                                                                   |  |
| 17.8  | User Management | Multi users with granular access controls/ entitlements and work flow management                                                                                                                                                                                             |  |
| 17.9  | User Management | User management options like lock, unlock, reset login/ transaction password etc.)                                                                                                                                                                                           |  |
| 17.10 | User Management | Support organization hierarchy, user, role based access with proper authentication and audit trails                                                                                                                                                                          |  |
| 17.11 | User Management | Flexible and parameterized authorization matrix with multi-level and multi-amount based transaction approval workflow at file, record level and for different transaction types/ service                                                                                     |  |

|       |                 |                                                                                                                                                                                                                                     |  |
|-------|-----------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--|
| 17.12 | User Management | System should provide features for disabling a user, temporarily suspending rights to a user and automatic deactivation of user in case of inactivity for a defined period.                                                         |  |
| 17.13 | User Management | System should have the ability to upgrade and downgradethe user.                                                                                                                                                                    |  |
| 17.14 | User Management | System should have the ability to import currently onboarded data/old data of clients.                                                                                                                                              |  |
| 17.15 | User Management | User administration Module for managing user accounts, Defining roles and rules, approval workflow and monitoring of user activities.                                                                                               |  |
| 17.16 | User Management | System to identify user type basis login credentials and route to respective landing page (maker, checker, authorizer)                                                                                                              |  |
| 17.17 | User Management | Authorized users to perform transactions on the selected account up to the specified transaction limit                                                                                                                              |  |
| 17.18 | User Management | Option to set limits for corporate, users etc. valid for defined frequency- daily, weekly, fortnightly, monthly, quarterly, half yearly, annually etc.                                                                              |  |
| 17.19 | User Management | User management and access rights configurations should be supported by way of individual records or file uploads                                                                                                                   |  |
| 18.1  | Workflow        | Define workflow for various system activities through setting of parameters through front end.                                                                                                                                      |  |
| 18.2  | Workflow        | System should have a workflow which provides flexibility of Multi-level/Sequential/Parallel/Quorum based approval workflow rule definition. These should be configuration based.                                                    |  |
| 18.3  | Workflow        | Bank Users should be able to define workflow, queues and priorities based on various criteria, such as queue for items needing manual intervention with proper notification, if item in queue is awaiting or exception has occurred |  |

### **SCORING CRITERIA FOR FUNCTIONAL AND TECHNICAL REQUIREMENTS**

Each functional and technical requirement will be scored out of 3 points. Total maximum score possible is 2400 basis Number of features/ technical requirements \* 3 points per feature/ requirement \* weightages for each module.

| Sr No.                        | Modules                | # of Features (A) | Point per Feature | Weightage | Max points possible |
|-------------------------------|------------------------|-------------------|-------------------|-----------|---------------------|
| <b>Functional modules</b>     |                        |                   |                   |           |                     |
| 1                             | Collections            | 48                | 3                 | 2         | 288                 |
| 2                             | Payments               | 71                | 3                 | 2         | 426                 |
| 3                             | Mandates               | 44                | 3                 | 1.5       | 198                 |
| 4                             | Liquidity mgmt.        | 10                | 3                 | 1         | 30                  |
| 5                             | Receivables mgmt.      | 14                | 3                 | 1         | 42                  |
| 6                             | Common services        | 103               | 3                 | 2         | 618                 |
| 7                             | Government             | 31                | 3                 | 1         | 93                  |
| <b>Technical requirements</b> |                        |                   |                   |           |                     |
| 8                             | Technical requirements | 235               | 3                 | 1         | 705                 |
|                               | <b>Total</b>           | <b>556</b>        |                   |           | <b>2,400</b>        |

### **Scoring for Functional requirements**

Functional requirements will be evaluated basis vendor's submission on availability and customization of features. The bidder is required to give responses in excel file (as available with the RFP document published) along with markings as A, C1, C2, C3 against each functional requirement across three platforms individually – bank portal, customer portal and mobile app.

| Description                                                                                               | Scoring (as % of point)                   |
|-----------------------------------------------------------------------------------------------------------|-------------------------------------------|
| Required feature/ functionality is available out of the box (OOTB)                                        | A (Available out of the box) = 100%       |
| Required feature/ functionality can be made available with customization within 6 months from date of PO  | C1 (Customization within 6 months) = 75%  |
| Required feature/ functionality can be made available with customization within 12 months from date of PO | C2 (Customization within 12 months) = 50% |
| Required feature/ functionality can be made available with customization within 18 months from date of PO | C3 (Customization within 18 months) = 25% |

Scoring will be computed basis availability of features across three platforms- bank portal, customer portal and mobile app as and where required. Point per feature will be distributed across bank portal, customer portal and mobile app features, where applicable. Please refer to the illustration given below for evaluation basis extract of 'Payments' module:

**Vendor responses (marking A, C1, C2 and C3 basis availability of feature):**

| Sub-category         | Feature                                                                                                                              | Branch portal |          | Customer portal |          | Mobile app  |          |
|----------------------|--------------------------------------------------------------------------------------------------------------------------------------|---------------|----------|-----------------|----------|-------------|----------|
|                      |                                                                                                                                      | Requirement   | Response | Requirement     | Response | Requirement | Response |
| Electronic payments  | System should provide the capability to process single payment transactions (form-based payments)                                    | No            | C3       | Yes             | A        | Yes         | C1       |
| Paper based payments | Proposed CMS application should support option to upload the bulk file for instruments printing like cheques/ DDs in the application | Yes           | C2       | Yes             | A        | No          | A        |
| Beneficiary Mgmt     | Beneficiary management-addition, modification, deletion, download and view (individually and bulk by way of file upload)             | Yes           | C3       | Yes             | C1       | Yes         | A        |

**Evaluation marks:**

| Sub-category                             | Feature                                                                                                                              | Branch portal |                      | Customer portal |                       | Mobile app |                   |
|------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------|---------------|----------------------|-----------------|-----------------------|------------|-------------------|
|                                          |                                                                                                                                      | Max score     | Score secured        | Max score       | Score secured         | Max score  | Score Secure      |
| Electronic payments-<br><b>3 points</b>  | System should support multiple type of payment transactions clubbed in single file (Interbank, Intranbank, Paper Based)              | -             | -                    | 1.5             | 1.5*<br>100% =<br>1.5 | 1.5        | 1.5*75%<br>=1.125 |
| Paper based payments-<br><b>3 points</b> | Proposed CMS application should support option to upload the bulk file for instruments printing like cheques/ DDs in the application | 1.5           | 1.5<br>*50%=<br>0.75 | 1.5             | 1.5*<br>100% =<br>1.5 | -          | -                 |
| Beneficiary Mgmt-<br><b>3 points</b>     | Beneficiary management-addition, modification, deletion, download and view (individually and bulk by way of file upload)             | 1             | 1*25%<br>= 0.25      | 1               | 1*75%<br>= 0.75       | 1          | 1*100%<br>= 1     |

**Scoring for Technical requirements**

For technical requirements, the bidders need to submit responses on compliance of technical requirements as Yes/ No.

**Name & Signature of authorized signatory**

**Seal of Company**

**Appendix-D****Bidder Details**

## Details of the Bidder

| S. No. | Particulars                                                                                                                                                                             | Details |
|--------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------|
| 1.     | Name                                                                                                                                                                                    |         |
| 2.     | Date of Incorporation and / or commencement of business                                                                                                                                 |         |
| 3.     | Certificate of incorporation                                                                                                                                                            |         |
| 4.     | Brief description of the Bidder including details of its main line of business                                                                                                          |         |
| 5.     | Company website URL                                                                                                                                                                     |         |
| 6.     | Company Pan Number                                                                                                                                                                      |         |
| 7.     | Company GSTIN Number                                                                                                                                                                    |         |
| 8.     | Particulars of the Authorized Signatory of the Bidder<br>a) Name<br>b) Designation<br>c) Address<br>d) Phone Number (Landline)<br>e) Mobile Number<br>f) Fax Number<br>g) Email Address |         |
| 9      | Details for EMD Refund (applicable only if EMD is directly credited in designated account):-<br>a) Account No.<br>b) Name of account holder<br>c) Name of Bank<br>d) IFSC Code          |         |

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

**Scope of Work and Payment Schedule****BACKGROUND**

Cash management at SBI is a technology driven platform catering to bulk transactions requirements of Clients with value additions like customized MIS, integration with ERP and dedicated support. Different products under cash management are:

**I. Collection products****Cash & cheque collections**

- Collection of receivables (Cash & Cheque) from Corporates in centralized pooling account.
- Customized MIS on Daily & Monthly basis, facilitating easy and effective reconciliation.
- Self-Cash Deposition and Cash Pickup by Agency both the facilities are available.

**Mandate based collections**

- Mandate based Collection in Client's Centralized pooling account.
- SBI and other Banks Mandates can be registered through scanned image.
- Secured Portal based Image/Transaction file upload and MIS download facility.
- Customized MIS reports for easy reconciliation.
- Digital version of Mandate based Collection in Client's Centralized Pooling Account.

**Collection (VAN)**

- Virtual Account Number enables collections through alphanumeric codes instead of account number.
- Collection in pool account through RTGS / NEFT / SBI Cheques / Clearing Cheque / Cash / RINB / CINB.
- Multiple VANs can be mapped to a single collection account.
- Real Time MIS of funds collected is available.

**II. Payments products****E-Payments** through modes like RTGS / NEFT / Direct credit

- Comprehensive, user friendly and single file format for all types of payments.
- Payments based on authorization matrix shared by the Client.
- Data sharing through secure channels: Portal / Host to host/ SFTP/ API.
- Ease of reconciliation by providing customized MIS reports.
- Payment advices to the customer as well as to the corporate.

**Dividend warrants**



- Dividend / principal redemption / interest payout can be done using SBI multi payment options like RTGS / NEFT, DCR, DW, DD, SWIFT, Dollar DDs etc.
- Instant return and reconciliation reports available.
- DDs can be issued immediately for any transaction failure / returns.

#### **Corporate cheques payable at par & Demand drafts**

- Centralized bulk printing of Multicity cheques (CCPAPs – Corporate Cheques Payable at par) as well as Bulk Drafts.
- Online validation of the Instrument number, Amount and Drawer account number before clearing to avoid fraudulent payments.
- Facsimile signature-based instrument up to Rs 100 Lacs.
- Secured Portal based Transaction file upload and MIS download facility.

#### **III. Liquidity management**

- Facilitates Company to sweep funds from its main account to different accounts as per its requirement and reverse sweep unutilized funds to the main account.
- Facilitates interest saving & efficient management of funds for Corporate.
- Debit balances also can be swept if day light limits are fixed.
- Customized MIS facility.

#### **IV. Government transactions**

- Onboarding of all state governments and central government ministries i.e. TO/DDO/PAO/CDA/etc
- Facilitates creation of hierarchies as per agency/ sub agency reporting structures
- Facilitates generation of separate positive and negative scrolls (MIS)
- Customized scrolls/ MIS reports
- User management, STP(Straight through processing) without authorization, files processing with authorization, API processing etc
- Govt. settlement and amendment processing for all payments, receipts and refunds
- GAD/FSLO settlement report, Return marking, Daily Monthly Scroll generation
- End to end Reconciliation of accounts, reconciliation reports
- Central govt. files processing module(UMEA)
- Ministry of Defence module (MOD)
- Ministry of Railways(MOR)
- Income tax refunds order processing through TIN2.0
- Central govt. receipts processing, settlement processing
- EMRO receipts processing, settlement processing
- Railway receipts processing, settlement processing
- NTRP receipts processing, settlement processing
- UMEA(MORD and PMKISAN) refunds processing
- Each State Govt. has different type of on-boarding, file configuration, channel of file transfer, user management, authorization process, signed and encryption file processing, scroll and DMS formats, hierarchy view of reports/MIS, Reconciliation etc.

## V. RECONCILIATION:

- End to end to reconciliation of corporate accounts, Bank accounts (CASA/BGL/VAN)
- Reconciliation Reports made available to both Corporate and Bank

## VI. HELPDESK:

- 24\*7 support provided to customers with single touchpoint
- In-built ticketing system for raising the issue/complaints/ query etc. with escalation
- Integrated with Bank CRM tool
- Infrastructure Support along with Application Support

## CHANNELS

- Web portal with all functionalities
- Mobile application for corporates to authorize payment transactions/ files
- Mobile application for corporates to place orders for cash/ cheque collections
- Mobile application for agencies to accept orders for cash/ cheque collections
- SMS & Email alerts
- SFTP, H2H and API integrations for file/ data transfers

## EXPECTATIONS FROM NEW PLATFORM

### Functional Expectations

- **Best in class functionalities:** Cash management solution should bring in core CMS functionalities, including but not limited to:
  - a. **Payments-** Solution should support electronic payments (e.g. SBI to SBI, NEFT, RTGS, IMPS, UPI etc) and physical payment modes (e.g. Cheques, DDs, Dividend warrants etc)
  - b. **Collections-** Solution should support collection through e- payment, paper based payment and based on type of transaction, separate & consolidate transaction files and MIS should be created in relevant formats as required by client
  - c. **Mandates-** Solution should support registration and execution of direct debits and mandates. Registration should support scanned and electronic mandates. Both on us and off us transactions should be supported for execution.
  - d. **Virtual accounts-** Solution should support virtual accounts creation and maintenance for transactions and reporting in Collections as well as Payments. Hierarchy creation and rolling up of balances should also be supported.

- e. **Horizontals-** for common services such as onboarding, billing, user management, reporting, dashboards
- **Improved User Interface/ Experience:** Cash management solution should be focused on user-centric design, offering intuitive interfaces. User experience enhancements should be aimed at improving usability for the customers and productivity for the Bank. Some examples of enhancements expected are:
  - a. **Responsive design-** of solution interface to support views on multiple form factors viz mobile, desktop, tablets
  - b. **Dashboard-** view across balances, payments transactions/ file status, quick links, search/ filter options
- **Configurations:** Cash management solution should be highly configurable and parameterized. It should support customer specific configurations for functionalities, including but not limited to:
  - a. **Workflows-** Flexibility to configure workflows as per corporates' authorization matrix
  - b. **Reports-** Solution should support MIS, statements and advices configurations as per customer and bank's requirement. These configurations should be quick, to enable faster onboarding of customers.
  - c. **Billing-** Frequency of billing along with calculation/ posting should be configurable.
- **New age functionalities:** Cash management solution should be regularly upgraded to bring new features and functionalities. Some of the new functionalities expected are:
  - a. **Data Analytics and Cash flow forecasting** - Cash management solution to leverage data analytics to provide valuable insights and predictive capabilities. By analyzing cash flow patterns, liquidity trends, and historical data, businesses can make more informed decisions, optimize working capital, and improve cash forecasting accuracy.
  - b. **Automated data extraction-** from invoices, mandates, customer onboarding documents etc. using AI & ML techniques. This will help in reducing manual efforts and improve operational efficiency.
  - c. **Digital assistant-** Machine learning based digital assistant/ chatbot to enable customer enquiries on products, statement/ service requests, payment transaction initiation, collection enquiries & setup.
  - d. **Global Cash Management:** With the expansion of businesses across borders, cash management solution should cater to the needs of multinational corporations. These solutions offer centralized cash visibility, global liquidity management, and multi-currency capabilities to facilitate efficient cash management across different geographies.
  - e. **Intelligent Liquidity Management:** Banks can offer sophisticated liquidity management solutions that automatically allocate excess cash across different accounts, short-term investments, or money market funds. By utilizing real-time data and intelligent algorithms, corporates can optimize their liquidity positions while maximizing returns on idle cash.

- f. **Smart Dashboards-** Persona aligned dashboard composer (depending on roles such as maker, checker/ authorizer, CFO office). Relationship manager dashboard for 360 corporate view, transaction trend analysis, fees income, service request centre, real time issue redressal
- g. **Automated processes-** Operational Processes to be automated using AI/ ML. Examples include ML based reconciliation of invoices to payments providing value added services to customers, RPA based mandate registration improving operational efficiency of bank's staff

The Bank plans to have these functionalities in cash management platform in future. The Bidder is expected to bring in these functionalities in the cash management solution either as development (if not readily available) or by way of integration with third parties such as Fintechs, Account aggregators. The Bank may ask bidder to onboard and enter into agreement with such third parties directly. The price for the future requirements to be mutually agreed and negotiated upon between SBI and the selected bidder.

### Technical Expectations

- **Modularity-** The proposed solution should be built on loosely coupled components preferably using micro-services pattern. System should support selective scalability, component level deployments and upgrades.
- **Open Banking:** Comprehensive suite of open APIs for payments, collections, mandates, beneficiary management, virtual accounts etc. should be available. Functionalities required on mobile app should be available as REST APIs in headless mode. APIs should enable integration with external systems such as leading ERP, HRMS, accounting systems, account aggregators, fintechs etc. and internal systems such as CBS, Payments Hub, mobile applications etc. The data sharing between third parties will be permitted with explicit consent of customers.
- **Scalability-** Proposed solution should be based on modern technology to support large volumes of transaction processing. It should be deployable on prem/ private/ public cloud. System should support both horizontal and vertical scalability.
- **Flexibility-** Architecture should be flexible with ease to configure, change and integrate into Bank's IT ecosystem. New functionalities should be added without impacting existing configuration & integrations. Solution should have front end parameterizations providing flexibility to adjust as per customer requirements
- **Monitoring and Support-** System to enable monitoring of all transactions and files for Ops team. System should be monitorable at component level and required

telemetry, logs should be available for quick response & resolution as per defined SLAs.

### **BROAD SCOPE TO BE COVERED**

Cash Management Services is one of Bank's prime transaction banking offering to Corporates, SMEs and Government clients. With dynamic change in customer requirements, Bank proposes to have a cash management solution that caters to present requirement and is flexible and scalable enough to be relevant for the next 7 years.

Accordingly, the broad scope of work for the bidder is illustrated as below:

- Supply, install, customize, integrate, implement, roll out, configure, maintain and support new cash management solution for the tenure of the contract at the Data Centre and Disaster Recovery Site.
- Application should be configurable for hosting in Private & Public Cloud / On-premises / Hybrid setup. It may be Physical / Virtual servers or any environment as per the requirement of the Bank. Bidder should migrate the application to any of the compatible infrastructure provided by the Bank at no additional cost. The solution should also support deployment on Active data centres.
- Build and maintain the interfaces with the relevant Application systems for automatically uploading / downloading of data at no extra cost to the Bank.
- Study requirements of the bank covering all features & functionalities existing in the current CMP applications. Bidder to engage with the key stakeholders and gather the requirements. Provide comprehensive systems requirement study report to the Bank.
- The Bidder shall customize all gaps observed in the Functional / Technical Requirements, Product Demo, Current Systems Study, Training, UAT and pilot rollout. The cost of customization should be included in the price bid. The Bank will not pay any additional customization costs. The Bidder shall document all gaps observed by the Bank at various stages of implementation including their solution and monitor and track the status of the same throughout the implementation.
- While the bidder may provide a COTS (Commercially Off-the-shelf) product, the additional custom development activities would be carried out either out of the banks designated premises or from the Bidders location, based on the preference shared by the bank. Any installation or configuration, if agreed by the bank, to be carried out from the Bidders location would be via secure VPN connectivity as specified in this document.
- The delivery of the solutions/services would be aligned to the project schedule as shared by the bank and the bidder may follow Sprint based AGILE methodology.

- To supply complete end to end solution for requisite software along with end to end integration support, including all the functionalities for CMP as mentioned in this RFP.
- The bidder must provide the required tools/software for functioning of the Cash Management Solution and license for all these tools/software should be in the name of Bank.
- Perform data migration (including but not limited to users, access, fields and roles mappings) from existing system to proposed system in a seamless way and the reconciliation of data tables including general ledgers to be done by the vendor while migration from existing system.
- Perform version migration and security patch updates during the period of contract at no extra cost to the Bank. All patch update and patch management of the solution modules has to be deployed by the selected bidder after obtaining approval of the Bank.
- Enable suitable information security / cyber security and secure configuration in respect of the components, and utilities in the system, as per requirement of the Bank from time to time.
- Provide minor releases at every quarter for bug fixes, patch releases and product upgrades with new features/ functionalities every year or as per the frequency mutually agreed between the Bank and the Bidder.
- Design, Build, Size, Deploy and Maintain the required tools and softwares.
- Design, setup and manage environments for various types of testings including but not limited to SIT (Systems Integration testing), API Testing, Database Testing, UAT (User Acceptance Testing), Load/performance testing, etc.
- Bidder would ensure that all audit finding reports submitted by teams/agencies as appointed by the bank, would be acted upon promptly.
- Provide ATS and facility management support during the period of the contract (2-year warranty + 6.5 years on site support). Configuration changes, version up-gradations, performance monitoring, troubleshooting, bug fixing, patch installation and liaison with bank officials for various support issues etc. and assist bank officials in switching to DR site in case of system failure and conduct DR drills in conjunction with the Bank
- Provide comprehensive documentation of the application including but not limited to, the application architecture, description of the interfaces, the data model, database table structure, data flow diagrams, complete description of the data elements (metadata), user manual for all stakeholders (marketing team, operations teams) with

step-by-step process and workflow with screenshots and any such requirements of the bank.

- Provide 24\*7 online support for corporate users considering NEFT/RTGS operations being 24\*7.
- Provide exit management and reverse transition during the end of the contract.
- Bidder shall provide Bank with requisite MIS and Reports as per the formats prescribed by the 3rd party auditors, security audit of application, Regulatory bodies, Govt. etc.
  - Data privacy - Vendor to ensure strict adherence to data privacy as per applicable laws and regulations. Bank may require confirmation from vendor of the same from time to time and should be allowed to perform an audit for the same.
  - Data Security - Vendor to implement all the practices and systems required for data security of SBI clients. In case of a breach vendor to be responsible and Bank need to be indemnified.
- The bidder must provide the technology upgrade to the Bank from time to time and certify that the technology or platform or solution being deployed is up to date.
- Bidder should ensure that any software/product/company certification that is required from an Information Security (IS) perspective has to be adhered to.
- Post implementation scope to indicatively include but not limited to support for the following: (a) Upgrades, (b) maintenance, (c) System monitoring, (d) Troubleshooting & Performance Tuning, (e) Advisories on software upgrades & vulnerabilities, (f) Conducting DR Drills & support for the same, (g) Any support required to make systems & software up and running, data backup & replication of data to DR etc.
- Apart from the above support which would be covered as part of the AMC (Annual Maintenance Contract), post go-live hypercare support for a duration of 1 month (or as may be decided by the bank) would be provided by the bidder.
- Bidder will be responsible for server, storage and network sizing for the proposed Solution for Bank. The sizing needs to be done based on Bank's requirements, business growth, optimized power usage and scalability. The bidder should provide the detail of Hardware required, peripherals, server types, configuration, storage space and any other information as may be required for the solution.
- Perform closure of Gaps identified as part of information security audits.
- Support maintenance activities like day end, month end, quarter ends, and year ends, uploads, downloads, trouble shooting, problem resolution, servicing and maintenance.
- Provide functional and technical training to the Core teams (including but not limited to Operations, Marketing and IT teams) as identified by Bank from time to time.

- Provide knowledge transfer in the form of KT sessions, Train the Trainer sessions, comprehensive documentation on the solution.
- If the "End of Support" of supplied software version is declared within the contract period of 7 years, new version with all the existing customizations should be implemented by the Bidder with no extra cost to the Bank.
  - If "End of support" is declared for other operating systems, databases then solution should support the upgraded versions as and when required by bank
- Bidder will be responsible to respond to emergency events on urgent basis as per the SLA.
- The bidder will be responsible for Backup of Application and Data Base as per the requirement of the Bank.
- The Bidder shall provide detailed drawing of the installed setup after completion of the project. This will also include the printout of important configuration settings of the servers.
- Bidder's onsite resource should support in rectification of deficiencies pointed during periodic VAPT (External & Internal), IS Audit, Security Audit, various compliances specially government and regulatory, cyber related and likewise., to the Bank during the contract period at no additional cost to the Bank.
- Bidder should either provide source code with necessary documentation or keep it under escrow arrangement. An escrow arrangement is a tripartite agreement between the Bank, Software vendor and the escrow agent. By this arrangement, the source code of application is kept with escrow agent, which can be made available to the Bank in the event the vendor goes out of business. The Successful Bidder is required to execute documents /agreements in this regard as prescribed by Bank from time to time.
- Bidder should comply with all the guidelines issued by RBI/IBA/SEBI/Govt. of India and any other regulatory authority issued from time to time pertaining to payments & IT security. The software application should be complied with OWASP security guidelines.
- Bidder should carry out preventive and corrective maintenance activities to ensure that all Software/System perform without defect or interruption for ensuring availability of systems. System/Solution health checkup twice a year by Bidder/Vendor at no extra cost shall be conducted.



| SI No | Particulars                     | Requirements/ Remarks                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            |
|-------|---------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| 1     | Description of Product/Services | <p>1. The solution provider should provide a detailed Plan of action (POA) for implementation of entire Cash management solution as per the RFP within 15 days of issuance of PO.</p> <p>2. The solution should comply and meet all technical features as proposed in this RFP. All feature customisation, enabling, disabling, and parameterisation during the contract period to be ensured by successful bidder / OEM without any additional cost to the Bank.</p> <p>3. The successful bidder has to host Cash management solution in Bank's private cloud at Bank's DC and DR locations.</p> <p>4. Supply, installation, commissioning, and implementation of Cash management application, including its maintenance, administration, support and upgradation with no additional cost during the entire contract period of 7 years.</p> <p>5. Implementation and maintenance of setup at Primary and DR sites, Operations Centre along with UAT setup. Clearance of solution architecture from Bank E&amp;TA Dept.</p> <p>6. Fixing of Comprehensive Security Review findings, after first setup and thereafter as and when carried out by Bank information security department.</p> <p>7. For all type of technical support services/premium support &amp; SLA where involvement of OEM is required, there should be a back-to-back agreement between successful bidder &amp; OEM, if OEM itself is not the bidder. For Bank bidder will be the single point of contact.</p> <p>8. Bidder to provide the 24*7*365/(366) support for Implementation, Integration, Maintenance, Administration, Onsite-Support and Licenses for Cash management application during contract period of 7 years. Please refer to Appendix-J SLA and Penalties for details.</p> |

|   |                                                                           |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 |
|---|---------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
|   |                                                                           | <p><u>Out of Scope work and Assumptions:</u></p> <ul style="list-style-type: none"> <li>• Infrastructure procurement</li> <li>• Trade finance and supply chain finance</li> </ul>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               |
| 2 | Description of Deliverables                                               | Please refer (Appendix-C) to the Technical Documentation section above for documentation related deliverables.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  |
| 3 | Third-Party Components                                                    | Bidder should provide and describe all third-party items, components, materials and licenses etc as part of deliverables as per project plan.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   |
| 4 | Term of the Project - Project Schedule; Milestones and delivery locations | The Bidder should submit final project implementation plan should be submitted within 15 days of PO.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            |
| 5 | Warranty Term                                                             | Comprehensive warranty / AMC from the OEM for all the components of the Software should be available for the entire contract period at the bidder's own cost.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   |
| 6 | Annual Maintenance (AMC) Term                                             | <p>The selected Bidder shall support the Software Solution during the period of warranty and AMC (if included in purchase order) as specified in Scope of work in this RFP from the date of acceptance of the Software Solution by State Bank of India.</p> <p>The Bidder shall provide services of following dedicated resources for application support and infrastructure support:</p> <ol style="list-style-type: none"> <li>1. 18 resources for onsite application support post Go-live which includes end to end daily support for all modules/ functionalities/ coordination with all stakeholders such as Operations team, IT teams for Core Banking, Payments Hub etc.</li> <li>2. 12 resources for onsite infra support: <ul style="list-style-type: none"> <li>App Admin- 3 resources</li> <li>DB Admin- 3 resources</li> <li>Network Admin- 2 resources</li> <li>OS Admin- 3 resources</li> <li>Team lead- 1 resource</li> </ul> </li> </ol> <p>The count of resources of 30 resources mentioned above is tentative, it can be mutually decided</p> |

|   |                                                            |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             |
|---|------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
|   |                                                            | between the Bank and the bidder. The support needed for this period is 24x7x365.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            |
| 7 | Integration / Migration Requirements with existing systems | <p>Refer (Appendix-C) the Technical Requirements list provided in this RFP which covers the Integration / Migration requirements.</p> <p>Data Conversion and Data Migration from existing systems to the new system, as well as Application Integration requirements would be undertaken by the vendor without any additional cost to the bank.</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |
| 8 | Help Desk Requirements                                     | <p>a) 24 * 7* 365 days per year, online support facility</p> <p>b) The expected time of resolution should be as per severity matrix mentioned in Appendix- J (Penalties).</p> <p>c) Service Provider should provide adequate onsite resources 24 * 7 * 365/(366) in the Bank's premises at GITC Mumbai. The onsite resources can also be required to be deployed at Hyderabad and/ or any other location in India as suggested by the Bank. The resources must be proficient in OS, Database, Middleware, Network and any Monitoring Tool like Dynatrace. Further, the service provider should have adequate resources locations to provide technical and operational support.</p> <p>d) Email and SMS should be sent for nonfunctioning of system and its subsystem, as decided by the bank. A troubleshooting ticket mechanism should be introduced with all details/updates till the closure of the incident</p> <p>e) Escalation process should be in place for unresolved issues and necessary reports should be submitted as decided by the Bank.</p> |

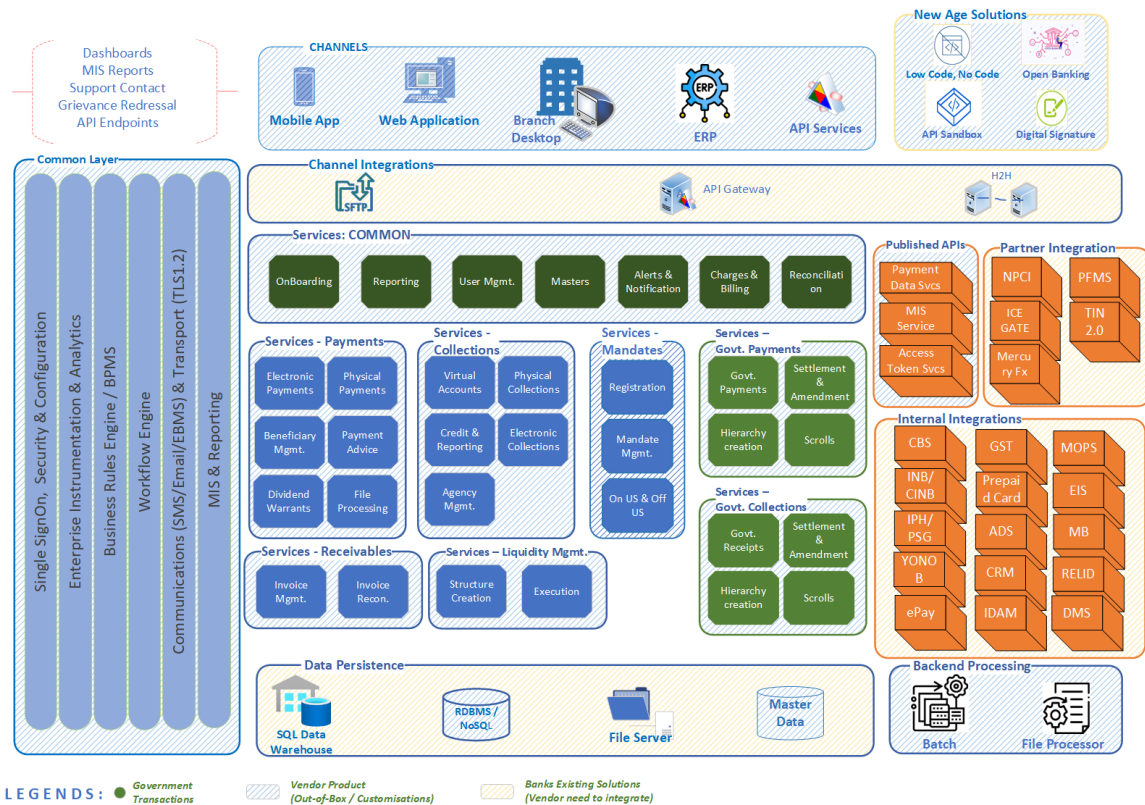
|    |                                      |                                                                                                                                                                                                                                                                                                                                                                                                                              |
|----|--------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
|    |                                      | <p>Escalation matrix with proper duration should be published.</p> <p>f) Bidder support staff should be well trained to effectively handle queries raised by the Bank customer / employees etc.</p> <p>g) Bidder should have ability to generate MIS reports periodically for example: Volume of calls / per day, resolution % per day etc.</p> <p>h) Bidder and OEM should have Support Centre up to L3 level in India.</p> |
| 9  | MIS Report Generation requirement    | Refer (Appendix-C) the Technical Requirements list provided in this RFP which covers the MIS Reports / Dashboard related requirements.                                                                                                                                                                                                                                                                                       |
| 10 | In case of Transaction System        | Refer (Appendix-C) the Technical Requirements list provided in this RFP which covers the Audit Trail/Logs as well as the Performance related Transaction handling / Dashboard related requirements.                                                                                                                                                                                                                          |
| 11 | Performance Requirements             | Refer (Appendix-C) the Technical Requirements list provided in this RFP which covers the Application Performance related requirements.                                                                                                                                                                                                                                                                                       |
| 12 | Scalability Requirements             | Refer (Appendix-C) the Technical Requirements list provided in this RFP which covers the scalability requirements under the Architecture related requirements.                                                                                                                                                                                                                                                               |
| 13 | Regulatory / Compliance Requirements | Refer (Appendix-C) the Technical Requirements list provided in this RFP which covers the Regulatory / Compliance requirement under the Information Security Compliance requirements.                                                                                                                                                                                                                                         |
| 14 | Security Requirements                | Refer (Appendix-C) the Technical Requirements list provided in this RFP which covers the overall security under the Security requirements section.                                                                                                                                                                                                                                                                           |

|    |                                                          |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        |
|----|----------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
|    |                                                          |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        |
| 15 | Limited Trial / Pilot Requirements                       | The bidder should conduct successful pilot of the end-to-end solution for 30 days after UAT signoff and before Go-Live                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 |
| 16 | Review and Testing; Acceptance                           | <p>1. After integration and implementation of the proposed solution, the bidder shall be required to perform User Acceptance Test and demonstrate all the functionalities, required as per this RFP and contract document of the proposed solution.</p> <p>2. On evaluation of the User Acceptance Test results and if required in view of the performance of the proposed solution, as observed during the User Acceptance Test, the Vendor shall provide necessary solution at his own cost thereof, to ensure the performance of the proposed solution is meeting the requirement, as envisaged in this document.</p> <p>3. Bank may also take up third party review of proposed feature /functionality verification at any time during the contract period for which bidder has to facilitate such third party review without any additional cost to the Bank.</p> |
| 17 | Backup system / POC / test & training system / DR system | <p>1. The system should have capability of backup and archival as per Bank's requirement.</p> <p>2. The solution should be implemented with UAT, Production, DR instances and any other instance which may be required in future like pre-prod for regression &amp; load test.</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     |
| 18 | Training                                                 | <p>The bidder should provide trainings to the Bank staff/ customers quarterly and as and when required by the Bank, for the entire duration of the contract without any extra cost to the Bank.</p> <p>Refer (Appendix-C) the Technical Requirements list provided in this RFP which covers the overall Training requirements.</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     |
| 19 | Payment schedule                                         | As covered below in Appendix- E                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        |

## HIGH LEVEL DEPLOYMENT ARCHITECTURE

The below design represents high level view of solution architecture of the platform. The Bidder should submit both solution and technical architecture of the proposed platform as part of the technical bid.

The diagram represents indicative separation of vendor and bank’s systems. Vendor may have to build/ integrate based on the actual functional/ technical scope agreed and requirements gathering exercise conducted.



### VOLUME PROJECTIONS AND HARDWARE SIZING

**Volume projections (No. of transactions) for 7 years period:**

| In crores |         |          |        |        |        |        |
|-----------|---------|----------|--------|--------|--------|--------|
| Year 1*   | Year 2^ | Year 3 # | Year 4 | Year 5 | Year 6 | Year 7 |
| 62        | 438     | 645      | 806    | 1,007  | 1,259  | 1,574  |

The volume projections have been done considering 18 months of implementation period, existing volumes of 330 Cr transactions per year and YOY expected growth of 25%.

\* Year 1 calculations:

1. It is assumed that first 6 months of Year 1 will go in implementation of MVP 1. Customers will be onboarded only in next 6 months of the year.
2. In next 6 months of the Year, implementation of next phase will continue but some customers will start migrating to new platform.
3. Hence, it is expected that volumes will be only 30% of projected annual volumes.
4. Therefore, projected annual volume is computed as =  $(330 \text{ Cr} + 25\% \text{ YOY growth}) * 6/12 \text{ months} * 30\%$

**^ Year 2 calculations:**

1. It is assumed that first 6 months of Year 2 will go in implementation of full solution. Customers continue to be onboarded as and when migrated.
2. Since old and new platforms will co-exist and customers migrating will be ongoing, it is expected that volumes will be 70% of projected annual volumes in first 6 months of the year and 100% of projected annual volumes for next 6 months of the year
3. Therefore, projected annual volume is computed as =  $[(330 \text{ Cr} + 25\% \text{ YOY growth for 2 years}) * 6/12 \text{ months} * 70\%] + [(330 \text{ Cr} + 25\% \text{ YOY growth for 2 years}) * 6/12 \text{ months} * 100\%]$

**# Year 3 onwards calculations:**

1. It is assumed that new platform will be used for all transactions, 100% of projected annual volumes will be on the new platform
2. Therefore, projected annual volume is computed as =  $[(330 \text{ Cr} + 25\% \text{ YOY growth for respective years}) * 100\%]$

**Hardware Sizing:**

Hardware supplies/ OS database licenses are not in the scope of this RFP. Any additional requirement regarding environmental software after awarding the contract will not be entertained by the Bank. The bidder shall arrange licensed copy of the same without any additional cost to the bank.

The bidder should provide required configuration for hardware sizing with the indicative volumes given in the table above. Successful bidder to install requisite software & licenses in coordination with Bank teams & other vendors.

The bidder shall propose year wise hardware sizing in the format given as Annexure- S, such that the utilization of any hardware component does not exceed 70%, at any point during the contract period. In case utilization exceeds the threshold, the cost of upgradation of the hardware will be borne by the bidder as the same will be deducted from any future payment. If the no. of transactions exceeds the indicative volumes, due to which there is increase in the utilization of hardware, only then the cost of upgradation of the hardware will be borne by the Bank. The Bidder shall confirm/ certify that the hardware sizing offered

by them for Solution should be adequate to fulfill Banks requirement and is as per the industry best practices.

## **PRIVATE CLOUD DEPLOYMENT**

The proposed application shall be deployed on private cloud of SBI- Meghdoot. The vendor shall be responsible to give sizing for hardware procurement. Following is the list of services available in Meghdoot:

1. Single Tier IaaS with (Non SCD)
2. Single Tier IaaS with (SCD)
3. Multi-Tier IaaS with (SCD)
4. Single Tier IaaS with Zero-Trust Network
5. Multi-Tier IaaS with Zero-Trust Network
6. Automated SIEM Integration
7. Day 2 Operations:
  1. Power ON
  2. Power Off
  3. Restart VM
  4. Reconfigure a VM
  5. Mount ISO
  6. Unmount ISO
8. Snapshot as a Service
9. DR As a Service - Check Sync Status
10. DR As a Service -
  1. Test Failover
  2. Actual Failover and Failback
  3. ITSM integration
  4. Day 2 Activities
11. VM Cloning as a Service
12. Monitoring as a Service
13. Load Balancer as a Service (AVI)
14. Setup & migration of all use cases to vRA 8.x
15. PaaS (Web Server-as-a-Service): IIS
16. PaaS (Web Server-as-a-Service): Apache
17. PaaS (Application Server-as-a-Service): WebSphere
18. PaaS (Application Server-as-a-Service): Jboss
19. PaaS (Database-as-a-Service): Oracle (Stand-Alone)
20. PaaS (Database-as-a-Service): Oracle (RAC)
21. PaaS (Database-as-a-Service): MSSQL
22. DevOps Automation for Virtual Machines



23. Code to Container
24. Container Registry
25. Audited Kubernetes Application Runtime
26. Spring Runtime
27. In-Memory Caching (Gemfire)
28. Message Broker-as-a-Service (RabbitMQ)
29. K8's & Tanzu Developer Desktop Tools
30. Logging-as-a-Service
31. Integration service to integrate with code scanning security tool like HP-Fortify.
32. DevOps Automation for Containers & Microservices

### ROLL OUT PLAN

Vendor should supply, configure, customize, implement, integrate and maintain cash management application as per implementation plan in Bid process and as agreed by the Bank. Bank expects the implementation to be complete within 18 Months from release of PO. The solution may be implemented in phases, following are indicative timelines:

| Sr No. | Phases                                                                       | Timelines                                    |
|--------|------------------------------------------------------------------------------|----------------------------------------------|
| 1      | MVP 1 with all functionalities/ modules of the application readily available | Within 6 months from date of purchase order  |
| 2      | Go-live with all the features and functionalities as per RFP                 | Within 18 months from date of purchase order |

The phases and timelines will be deliberated between the Bank and the Bidder. The Bidder should submit roll out plan with timelines and phases as a part of technical bid.

### PAYMENT MILESTONES

| Nature of payments         | Schedule                                                                                                                                                                                                                                                   |
|----------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>License costs</b>       | Billing and payment in intervals of <b>six months</b> , license cost billing to <b>start from date of first go-live</b> of the application. The amount quoted in price bid for license cost to be pro-rated basis, from go-live date till end of contract. |
| <b>Implementation cost</b> | On different milestones of implementation as described in below:<br>1. <b>Go-live of MVP 1</b> : 25% of implementation cost                                                                                                                                |

|                                                  |                                                                                                                                                                                                                                                                                                                              |
|--------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
|                                                  | <p>2. <b>Migration of customers agreed for MVP 1:</b> 10% of implementation cost</p> <p>3. <b>Go-live of full solution (MVP 2)</b> with all requirements: 40% of implementation cost</p> <p>4. <b>Migration of remaining customers:</b> 25% of implementation cost</p>                                                       |
| <b>Annual Maintenance Contract (AMC) charges</b> | Billing and payment in intervals of <b>six months</b> , support cost billing to <b>start from date of first go-live</b> of the application. The amount quoted in price bid for AMC to be pro-rated first-year basis go-live date.                                                                                            |
| <b>Onsite Technical Support charges</b>          | Billing and payment to be made <b>monthly in arrears</b> , support cost billing to <b>start from date of first go-live</b> of the application. The amount quoted in price bid for support charges to be pro-rated first-year basis go-live date.                                                                             |
| <b>Change request</b>                            | On <b>time &amp; material</b> basis, as per the <b>rates agreed</b> in the commercial bid. Volume for man days mentioned in price bid are to arrive at TCO. The payment for CR will be based on mutually agreed actual efforts required for delivering such CR and amount will be paid on satisfactory completion of the CR. |

## ROLES & RESPONSIBILITIES OF OEM & SI

The below table mentions bifurcation of roles and responsibilities of OEM and SI which will be applicable if bidder is bidding in the capacity of authorized partner/ system integrator of OEM.

| Sr. No. | Activities                                                            | OEM | SI / Imp Partner |
|---------|-----------------------------------------------------------------------|-----|------------------|
| 1       | Bidding in the RFP process                                            |     | Bidder           |
| 2       | Provide Quote for Licenses                                            |     | Bidder           |
| 3       | Supply Licenses                                                       | Y   | N                |
| 4       | Provide Quote for Technical Resources (Development, Testing, Support) |     | Bidder           |
| 5       | Contract Signing                                                      |     | Bidder           |
| 6       | Provide upgrades and patches to the base product                      | Y   | N                |
| 7       | Provide Technical and Business support to the base product            | N   | Y                |
| 8       | Provide bank specific customization over the base product             | N   | Y                |
| 9       | Provide Technical and Business support to the customization           | N   | Y                |
| 10      | On ground Technical Team for Technical support                        | N   | Y                |

|    |                                                                                                                 |        |   |
|----|-----------------------------------------------------------------------------------------------------------------|--------|---|
| 11 | Conduct Requirements Gathering Study with Stakeholders                                                          | N      | Y |
| 12 | Deploy OOB product with specific configuration for Bank                                                         | N      | Y |
| 13 | Communicate directly with internal and external stakeholders to drive projects to completion and resolve issues | N      | Y |
| 14 | Analyze root causes of operational malfunctions and provide resolutions                                         | N      | Y |
| 15 | Provide Infrastructure Sizing and Requirements for the solution                                                 | N      | Y |
| 16 | Solution Infrastructure Setup and Configuration                                                                 | N      | Y |
| 17 | Project Management Services for the design and development of the customized solution                           | N      | Y |
| 18 | Identify key program risks and develop mitigation plans to ensure successful product delivery                   | N      | Y |
| 19 | Customized Product Testing (Systems Integration Testing)                                                        | N      | Y |
| 20 | Customized Product Deployment and Release Management                                                            | N      | Y |
| 21 | Documentation on base product                                                                                   | Y      | N |
| 22 | Documentation on the customized part of the product                                                             | N      | Y |
| 23 | Training on the product                                                                                         | N      | Y |
| 24 | Knowledge Transfer sessions to bank resources                                                                   | N      | Y |
| 25 | SLA Ownership                                                                                                   | Bidder |   |

**Appendix-F****Price Bid**

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

**Name of the Bidder:**

| Sr. No. | Item                                                                                                                                                                                                                                  | Quantity /No of Resources | Rate per item/Per resource etc.(as applicable) | Cost per year | Total Amount in Rupees |
|---------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------|------------------------------------------------|---------------|------------------------|
| 1.      | Cost of Software Solution license (Perpetual) as per specification                                                                                                                                                                    |                           |                                                |               |                        |
| 2.      | Installation/ Commissioning/ Implementation cost (including configuration, customization & development)                                                                                                                               |                           |                                                |               |                        |
| 3.      | Comprehensive warranty for Software Solution mentioned in items above for Two (2) years from the go live date.                                                                                                                        |                           |                                                |               |                        |
| 4.      | Comprehensive annual maintenance/ATS/S&S for Software Solution mentioned above for 4.5 years, including annual renewal cost, if any, after the end of comprehensive warranty.<br>(This cost should be in the range 10% to 15% p.a. of |                           |                                                |               |                        |

|               |                                                                                       |                                                           |  |  |
|---------------|---------------------------------------------------------------------------------------|-----------------------------------------------------------|--|--|
|               | license cost of software as quoted in S. No. 1 above)                                 |                                                           |  |  |
| 5.            | Onsite support (30 resources required for application support and infra management) ^ | L2 Support Lead (2)                                       |  |  |
|               |                                                                                       | L2 Support Member (16)                                    |  |  |
|               |                                                                                       | Infra Team Lead (1)                                       |  |  |
|               |                                                                                       | DB Admin (3)                                              |  |  |
|               |                                                                                       | OS Admin (3)                                              |  |  |
|               |                                                                                       | Middleware Admin (3)                                      |  |  |
|               |                                                                                       | Network Admin (2)                                         |  |  |
| 6.            | Change requests rate (per man day) <sup>\$</sup>                                      | 2000 man days per year (For 5.5 years from MVP 2 go Live) |  |  |
| <b>Total*</b> |                                                                                       |                                                           |  |  |

\* This will be the Total Cost of Ownership (TCO)/Total Project Cost.

^ Detailed Requirement defined in Technical Requirements section 11.2. The actual number of resources can have a variation of +/- 25%. 100% Infra resources required after Go Live, 50% Application support resources will be required after MVP-1 and 100% after MVP 2. For future requirements price will be discovered based on above quotes.

\$ The change requests will be decided by the bank from time to time. Indicative man days requirement is 2000 man days per year. For requirement exceeding the tentative figure of 2000 man days per year same rate will be considered.

**Breakup of Taxes and Duties**

| Sr. No.            | Name of activity/Services | Tax 1               | Tax 2 | Tax 3 |
|--------------------|---------------------------|---------------------|-------|-------|
|                    |                           | Mention Name of Tax |       |       |
|                    |                           | GST%                |       |       |
| 1.                 |                           |                     |       |       |
| 2.                 |                           |                     |       |       |
| 3.                 |                           |                     |       |       |
| <b>Grand Total</b> |                           |                     |       |       |

**Name & Signature of authorized signatory**

**Seal of Company**

**Appendix -G**

**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.: 961 Dated: 03.08.2023**

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 including revision thereto.

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

**Counter-signed:**

**Bidder**

**OEM**

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

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

**THIS BANK GUARANTEE AGREEMENT** executed at \_\_\_\_\_ this \_\_\_\_\_ day of \_\_\_\_\_ 201 by \_\_\_\_\_ (Name of the Bank) \_\_\_\_\_ having its Registered Office at \_\_\_\_\_ and its Branch at \_\_\_\_\_ (hereinafter referred to as "the Guarantor", which expression shall, unless it be repugnant to the subject, meaning or context thereof, be deemed to mean and include its successors and permitted assigns) **IN FAVOUR OF** State Bank of India, a Statutory Corporation constituted under the State Bank of India Act, 1955 having its Corporate Centre at State Bank Bhavan, Nariman Point, Mumbai and one of its offices at \_\_\_\_\_ (**procuring office address**), hereinafter referred to as "**SBI**" which expression shall, unless repugnant to the subject, context or meaning thereof, be deemed to mean and include its successors and assigns).

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) subject to the terms and conditions mentioned in the RFP.

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. \_\_\_\_\_) 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 WITNESS 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 not exceeding Rs. \_\_\_\_\_/- (Rupees \_\_\_\_\_ only).
2. Any notice / communication / demand from SBI to the effect that Service Provider has failed to fulfill its commitments / obligations in respect of rendering the Services as mentioned in the Agreement, shall be conclusive, final & binding on the Guarantor and shall not be questioned by the Guarantor in or outside the court, tribunal, authority or arbitration as the case may be and all such demands shall be honoured by the Guarantor without any delay.
3. We (the Guarantor) confirm that our obligation to the SBI, under this guarantee shall be independent of the agreement or other understandings, whatsoever, between the SBI and 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. This Guarantee shall not be affected by any change in the constitution of SBI or Service Provider or winding up / liquidation of Service Provider, whether voluntary or otherwise
- v. This Guarantee shall be a continuing guarantee during its validity period.
- vi. This Guarantee shall remain in full force and effect for a period of \_\_ year(s) \_\_\_\_month(s) from the date of the issuance i.e. up to \_\_\_\_\_. Unless a claim under this Guarantee is made against us on or before \_\_\_\_, all your rights under this Guarantee shall be forfeited and we shall be relieved and discharged from all liabilities there under.
- vii. This Guarantee shall be governed by Indian Laws and the Courts in Mumbai, India alone shall have the jurisdiction to try & entertain any dispute arising out of this Guarantee.

**Notwithstanding anything contained herein above:**

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

**Yours faithfully,**

**For and on behalf of bank.**

\_\_\_\_\_  
**Authorized official**

**Appendix -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 delivery, installation and commissioning

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) PO No. \_\_\_\_\_ dated \_\_\_\_\_

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

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

d) Date of installation \_\_\_\_\_

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

f) Date of commissioning \_\_\_\_\_

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 installation and commissioning have been done to our entire satisfaction and staff have been trained to operate the Software Solution.

4. Service Provider has fulfilled his contractual obligations satisfactorily

or

Service Provider 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 above.

Signature \_\_\_\_\_

Name \_\_\_\_\_

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

**SLA & PENALTIES****SLA Terms**

Bidder has to ensure the Solution/support should comply the RFP/SLA terms and penalties will be imposed on breach of RFP/SLA terms as mentioned below.

| <b>Classification parameter:</b>                                                                               |
|----------------------------------------------------------------------------------------------------------------|
| P Class: These are SLAs whose performance will be measured and will have penalty attached to it when breached. |
| M Class: These are SLAs whose performance will be measured but will not attract a penalty when breached.       |

All SLAs are applicable on working hours as defined by the Bank, operations are tentatively to run for all days in a month, 24 hours per day. The defined hours may be modified at the sole discretion of the Bank.

**1. Availability SLA**

| <b>S. No</b> | <b>SLA parameter</b>                            | <b>Measure unit</b>                                                                     | <b>Measure frequency</b> | <b>Reporting frequency</b> | <b>Service level</b> | <b>Class</b> |
|--------------|-------------------------------------------------|-----------------------------------------------------------------------------------------|--------------------------|----------------------------|----------------------|--------------|
| 01           | End to End Critical sub system Availability     | % duration in a month that the end-to-end system was functional and running as expected | Daily                    | Monthly                    | >= 99.90%            | P            |
| 02           | End to End non-critical sub-system Availability | % duration in a month that the end-to-end system was functional and running as expected | Daily                    | Monthly                    | >= 99.5%             | P            |

Critical and non-critical sub-systems to be decided between Bank and the vendor at the Contract Phase of the Project.

Downtime due to externalities out of control of the selected bidder shall not be considered in SLA computation. Such downtimes need to be aligned between the Bank and the vendor at the Contract Phase of the Project.

End-to-End system availability is calculated as the total time system is available / total time system was required.

For example, if the system is to be available 25 days a month, 12 hours a day (as defined by bank working requirements) then denominator of above equation becomes  $25 \times 12 = 300$  hrs

In case the system is down for 1 hr, then system availability =  $(300 - 1)/300 = 99.67\%$

The vendor must provide accurate and timely reports to verify the downtimes of various systems as mentioned in respective SLAs. The vendor is also expected to report the total system availability as explained above. The details of the same will be verified by the bank.

## 2. Transaction posting or handling SLA

| S. No | SLA parameter                                                                                                                                                                                                                                                                       | Measure unit        | Measure frequency | Reporting frequency | Class |
|-------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------|-------------------|---------------------|-------|
| 03    | The below types of postings or handlings issues (but not limited to), which results in <ul style="list-style-type: none"> <li>• customer complaints,</li> <li>• posting to wrong accounts,</li> <li>• monetary loss to bank due to penalties or charges,</li> <li>• etc.</li> </ul> | Every such instance | Daily             | Monthly             | P     |

This SLA would be measured for every instance of its occurrence. Each customer complaint related to transaction posting or handling issue which is found to be true and attributed to the bidder would be considered as an instance.

## 3. MIS Reports / Reporting SLA

| S. No | SLA parameter                                                                        | Measure unit        | Measure frequency | Reporting frequency | Class |
|-------|--------------------------------------------------------------------------------------|---------------------|-------------------|---------------------|-------|
| 04    | Bidder shall furnish reports/MIS as per requirement of the Bank/Corporate customers. | Every such instance | Monthly           | Monthly             | P     |

The type of reports covered under this SLA would be mutually agreed upon by Bank and the bidder at the Contract phase of the project.

#### 4. Incident Management SLA

##### Part A: Response and restoration

| S. No. | SLA Parameter                                                  | Measure-ment unit                      | Severity class        | Measur e-ment frequen cy | Repor-ting frequency | Response time within | *Restora -tion time within | Class |
|--------|----------------------------------------------------------------|----------------------------------------|-----------------------|--------------------------|----------------------|----------------------|----------------------------|-------|
| 05     | Main Endto End System or Sub System Level restoration duration | Time taken since reporting of incident | Severity Class 1 (S1) | Daily                    | Monthly              | 15 mins              | 1.5 hrs                    | P     |
| 06     |                                                                |                                        | Severity Class2 (S2)  | Daily                    | Monthly              | 15 mins              | 2 hrs                      | P     |
| 07     |                                                                |                                        | Severity Class3 (S3)  | Daily                    | Monthly              | 15 mins              | 3.5 hrs                    | P     |

\*The SLA between selected Bidder SI and the platform OEM needs to be in place in such a way so as to ensure that the Restoration Time mentioned in this column is met.

\*For S1 and S2 incidents, during the time period of this restoration, if the SI is awaiting response from the platform OEM during that waiting period the SI shall also attempt and provide feasible work-around options in order to fully or partly restore services

SLA will be calculated as follows:

In case a severity 1 incident takes place and vendor team identifies and starts working on the problem 20 mins after it has happened, response time is taken as 20 mins. If the system is then restored after 2 hrs then time for resolution is taken to be 2 hrs.

In case of multiple incidences, the highest time for response and resolution will be considered.

##### Part B: Quality of resolution

| S. No. | SLA parameter                    | Measure-ment unit                                          | Severity class   | Measure ment frequency | Reporting frequency | Instances | Period  | Class |
|--------|----------------------------------|------------------------------------------------------------|------------------|------------------------|---------------------|-----------|---------|-------|
| 08     | Short term Quality of Resolution | Number of incidents reported for same system subcomponent* | Severity Class 1 | Quarterly              | Quarterly           | 0         | Quarter | P     |
| 09     |                                  |                                                            | Severity Class 2 | Quarterly              | Quarterly           | 1         | Quarter | P     |
| 10     |                                  |                                                            | Severity Class 3 | Quarterly              | Quarterly           | 5         | Quarter | P     |
| 11     | Long term Quality of Resolution  | Number of incidents reported for same                      | Severity Class 1 | Quarterly              | Quarterly           | 0         | Annual  | P     |
| 12     |                                  |                                                            | Severity Class 2 | Quarterly              | Quarterly           | 2         | Annual  | P     |

| S. No. | SLA parameter | Measurement unit     | Severity class   | Measurement frequency | Reporting frequency | Instances | Period | Class |
|--------|---------------|----------------------|------------------|-----------------------|---------------------|-----------|--------|-------|
| 13     |               | system subcomponent* | Severity Class 3 | Quarterly             | Quarterly           | 10        | Annual | P     |

\*Vendor to configure Incident management system to enable subcomponent wise grouping of reported incidents for tracking recurrence and quality of resolution. Instances refers to total number of incidents occurred.

SLA will be calculated as follows:

The total number of incidents for a particular severity and subcomponent will be used to calculate performance.

| Severity class | Definition                                                                                                                                                                                                                                                          | Typical examples (non-exhaustive)                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     |
|----------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| 1              | Most critical and urgent problems requiring immediate attention and resolution. Issues having severe impact on system, operations, security resulting in significant financial loss, potential legal/ regulatory violations or compromise of sensitive information. | <ul style="list-style-type: none"> <li>• System Outage: The application is completely unavailable, preventing users from accessing critical functionalities such as fund transfers, balance inquiries, or transaction history.</li> <li>• Payment Processing Failure: The application fails to process high-value or time-sensitive payments, causing significant financial losses or delays for the bank's customers.</li> <li>• Security Breach: A major security vulnerability is discovered, allowing unauthorized access to customer account information or sensitive financial data.</li> </ul> |
| 2              | Important problems that have a moderate impact on system functionality or performance, not completely halting operations. Issues significantly disrupting normal workflows, affecting critical functionalities, or causing notable inconvenience to users.          | <ul style="list-style-type: none"> <li>• Performance Degradation: The application experiences significant slowdowns or intermittent performance issues, causing delays in transaction processing or response times. Performance degradation can be considered as a factor of 10 times the performance benchmarks measured.</li> <li>• Partial Functionality Failure: Certain features or modules stop working correctly, affecting specific operations such as cheque deposits, sweep or account reconciliation.</li> </ul>                                                                           |



| Severity class | Definition                                                                                                                                                                                                                                                                                                                                                   | Typical examples (non-exhaustive)                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        |
|----------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
|                |                                                                                                                                                                                                                                                                                                                                                              | <ul style="list-style-type: none"> <li>Reporting Inaccuracies: Reports generated by the application contain incorrect or incomplete financial data, impacting the bank's ability to provide accurate statements or analytics to its customers.</li> </ul>                                                                                                                                                                                                                                                                                                                                |
| 3              | Relatively lower-priority problems that have a minor impact on system functionality or performance. They may cause inconvenience or minor disruptions but do not critically impede normal operations or compromise important functionalities, typically having lower urgency and can be addressed within a reasonable timeframe without immediate attention. | <ul style="list-style-type: none"> <li>User Interface (UI) Glitches: Non-critical user interface issues, such as misaligned elements or minor display inconsistencies, not significantly impacting the functionality but affect overall user experience.</li> <li>Non-essential Feature Malfunction: A non-core feature of the application, like a notification system experiences intermittent failures or does not work as expected.</li> <li>Documentation or Knowledge Base Issues: Errors or outdated information in the application's documentation, user manuals, etc.</li> </ul> |

### Part C: Quality of overall solution

| S. No. | SLA Parameter   | Measurement unit                                                                                        | Measurement frequency | Reporting frequency | Service level | Class |
|--------|-----------------|---------------------------------------------------------------------------------------------------------|-----------------------|---------------------|---------------|-------|
| 14     | System Quality* | % transactions where the bank users/ customers reported issues regarding tech stack performance quality | Daily                 | Monthly             | <=1%          | M     |

\*System quality includes parameters which are Production impacting but do not incur downtime such as :

1. Latency in any systems access experienced by Bank users/ customers
2. Slowness of Application(s) experienced by Bank users/ customers
3. Any other CMP Platform related issues experienced by Bank users/ customers

Vendor to configure Incident management system for reporting of quality issues by bank user/customer.

SLA is calculated as the number of transactions where quality issues are reported/total number of transactions. For example, if there are 20,00,000 transactions in a given month and the customer or bank user reports issues in 5,000 of those transactions then the service level is =  $5000/2000000 = 0.25\%$

In case of issues due to externalities outside the control of the vendor, the same shall not be considered in SLA computation.

##### **5. Product delivery, Customization and Change request SLA**

| S. No. | SLA parameter                                                             | Measurement unit                                                                       | Measurement frequency | Reporting frequency | Service level | Class |
|--------|---------------------------------------------------------------------------|----------------------------------------------------------------------------------------|-----------------------|---------------------|---------------|-------|
| 15     | Product Delivery / Product customization / Change request completion rate | % Product delivery / Customization / Change requests completed within agreed Timelines | Monthly               | Monthly             | $\geq 99\%$   | P     |

This SLA clause refer to all Out-of-box product delivery, product level customisations as well as change requests involving customization or configuration efforts.

The scope of the product delivery and customisations would be agreed to with the bank as part of the Contract phase of the project. The delivery timelines for the engagement involving the product delivery and customisations would be published by the bidder after approval from the bank. These may also involve the WBS (Work Breakdown Structure) of the deliverables also with timelines. These timelines would be considered for the SLA calculations.

In case of change requests, the classification of change request into minor change request will be made on a case to case basis. No payment will be made for these.

Any major customization required above and beyond this will be agreed to separately with the bank and charged at the pre-defined rate for customization change requests. Major changes are those wherein the development period exceeds 5 man days and as discussed and finalized with the Bank.

In case of disagreement, the decision of the Bank on the categorization of a Change Request would be final and binding.

Penalty for minor change request KPIs will be calculated for the month in which they are requested with penalty being applied on that month's billing. Major customizations will be considered separately as they have a separate invoicing mechanism. Delays in major customizations will be penalized against the billing for those customizations.

##### **6. Business Continuity SLAs**

| S. No. | SLA parameter                                                                                                                                   | Measurement unit                                                                                    | Measurement Frequency | Reporting frequency | Service Level | Class |
|--------|-------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------|-----------------------|---------------------|---------------|-------|
| 16     | Switch over for BCP/DR for complete restoration of Services in Unplanned Outage/Disaster for which BCP needs to be invoked                      | % times the Recovery Time Objective (RTO as specified and agreed with Bank in the contract) was met | Monthly               | Monthly             | 100%          | P     |
| 17     | Switch over for BCP/DR for complete restoration of Services in Hot/Cold Tests for BCP readiness done at specified and agreed periodic Frequency | % times the Recovery Time Objective (RTO as specified and agreed with Bank in the contract) was met | Monthly               | Monthly             | 100%          | P     |

SLA measurement = number of times RTO was met/total instances of BCP/DR (in testing+ unplanned outage)

So if there are 3 tests and 1 unplanned outage, where RTO is met 3 times then  $SLA = 3/(3+1) = 75\%$

### 7. Managed Services SLAs

| S. No. | SLA parameter                               | Measurement unit                                                                                                                                                                                           | Measurement frequency            | Reporting frequency         | Service level               | Class                       |                             |
|--------|---------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------------|-----------------------------|-----------------------------|-----------------------------|-----------------------------|
| 18     | On-Site support*                            | % Cumulative duration for which Bidder provided Onsite support staff (including L1/L2/L3, technical staff etc.) are available at Onsite location wise as agreed between the successful bidder and the Bank | Daily                            | Weekly                      | 100%                        | P                           |                             |
| 19     | Monitoring & Health checks**                | % instances when the mutually agreed and specified overall system monitoring and health check reports are shared by the successful bidder with the Bank and Partners                                       | Daily                            | Weekly                      | 100%                        | P                           |                             |
| 20     | Compliance to Bank provided Security Policy | % compliance on audit by Bank                                                                                                                                                                              | Monthly                          | Monthly                     | 100%                        | M                           |                             |
| 21     | Audit performance                           | Non-Closure of Audit Observations/IS related Audit/Statutory Audit/UAT Observations/Vulnerabilities Closure within                                                                                         | Audit Observation Categorization | Delay upto 2 Days           | Delay 3-5 days              | Delay 6-10 days             | Delay beyond 10 days        |
|        |                                             |                                                                                                                                                                                                            | Low                              | Rs.2000 per day             | Rs.5000 per day             | Rs.10000 per day            | Rs.20000 each day           |
|        |                                             |                                                                                                                                                                                                            | Medium                           | 2 times The Penalty for low | 2 times The Penalty for low | 2 times The Penalty for low | 2 times The Penalty for low |

| S. No. | SLA parameter | Measurement unit              | Measurement frequency | Reporting frequency                  | Service level                        | Class                                |                                      |
|--------|---------------|-------------------------------|-----------------------|--------------------------------------|--------------------------------------|--------------------------------------|--------------------------------------|
|        |               | timeline as per Bank`s policy | High                  | 3 times<br>The<br>Penalty<br>for low | 3 times<br>The<br>Penalty<br>for low | 3 times<br>The<br>Penalty<br>for low | 3 times<br>The<br>Penalty<br>for low |
|        |               |                               | Critical              | 4 times<br>The<br>Penalty<br>for low | 4 times<br>The<br>Penalty<br>for low | 4 times<br>The<br>Penalty<br>for low | 4 times<br>The<br>Penalty<br>for low |

The location, headcount and structure of support staff to be mutually agreed between the successful bidder and the Bank.

\*\* The frequency and format of reports that the successful bidder would share with the Bank for monitoring & health checks shall be mutually agreed between the successful bidder and the Bank

#### **8. Training, Knowledge Transfer and Documentation SLA**

Bidder would be required to impart training and knowledge transfer (“KT”) sessions to the staff of the bank. These trainings/KTs would involve (but not limited to), Product usage, Installation and Configuration. The type of trainings, KTs, schedule, coverage, etc would be finalized between Bank and the bidder during the contract phase of the project.

Documentation types are already mentioned in this RFP for reference.

Delivery timelines for trainings, KTs and documentation would be as under:

| S. No. | SLA parameter                                                                     | Measurement unit                                                                                  | Measurement frequency                                     | Reporting frequency | Service level                              | Class |
|--------|-----------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------|-----------------------------------------------------------|---------------------|--------------------------------------------|-------|
| 22     | Training/KT for Bank appointed resources                                          | Type, Numbers, Cohorts, location, etc would be as per agreement during contract phase of project. | Period Hour<br>Wise Rolled<br>Up Daily                    | Monthly             | As per<br>agreed<br>list and<br>timelines. | P     |
| 23     | Documentation Product setup, configuration, customization, support & maintenance. | List of documentation as per RFP.                                                                 | Post completion of key milestones of the project delivery | Monthly             | As per<br>agreed<br>list and<br>timelines. | P     |

#### **Penalties**

Penalty for individual SLAs is as defined below. All Penalties will be levied on the period of calculation as defined in the respective SLAs and on the cumulative billing for that period

All penalties (excluding penalties for liquidated damages and losses incurred by Bank on account of penalties levied by Government authorities) will be additive but total penalty will not exceed 20% of the total project cost.

### 1. Availability SLAs KPI

| Availability SLA        | Performance Slab | Penalty |
|-------------------------|------------------|---------|
| Critical Sub-system     | 99.89 to 99.75   | 1%      |
|                         | 99.74 to 99.50   | 2%      |
|                         | 99.49 to 99.25   | 4%      |
|                         | 99.24 & below    | 6%      |
| Non Critical Sub-system | 99.49 to 99.25   | 1%      |
|                         | 99.24 to 99.00   | 2%      |
|                         | 98.99 & below    | 3%      |

Calculation of availability is referred to in the relevant SLA as example. Penalty for availability will be calculated as below:

If the billing for a given month is Rs. 50,00,000, and the penalty for critical sub system is on the 99.89 to 99.75 slab then 1% of that month i.e. Rs. 50,000 will be deducted from that month's payment.

Exclusions:

- Planned downtime,
- Problems with hardware due to OEM defect,
- Networking issues if not attributable to the bidders fault,
- Internal and External Integrations with their solution for which the bidder has no control over,

However, if there is any reason which will be attributable to the bidder, penalty will be applicable in the above-mentioned issues.

Additionally, a reason will be considered not attributable to the bidder if it is attributable to another party and the same party accepts it as attributable to it.

### 2. Transaction posting and handling KPIs

The penalty is applicable for every instance/occurrence of this SLA.

The amount of penalty for each such incident shall cover all of the following points:

- A. The amount of the penalty that the bank has to pay to the customer/merchant/government/etc. and any losses to the bank will be recovered from the bidder.

B. 1% of the transaction amount with a minimum of INR 1100/- and a maximum of INR 1,10,000/- would be applied.

**3. Reports / MIS delivery KPIs**

Penalty for incorrect and/or delayed or non-submission of required report shall lead to penalty of INR 11,000/- for each instance.

#### 4. Incident Management KPIs

##### Part A: Response and Restoration

| Response & Restoration                             | Performance slab    | Penalty |
|----------------------------------------------------|---------------------|---------|
| Highest Response time, for any severity            | >15 to 20 mins      | 1%      |
|                                                    | >20 to 30 mins      | 2%      |
|                                                    | > 30 mins           | 3%      |
| Highest Restoration time, for severity 1 incidents | >1.5 hrs to 2 hrs   | 1%      |
|                                                    | >2 hrs to 3 hrs     | 2%      |
|                                                    | > 3 hrs             | 3%      |
| Highest Restoration time, for severity 2 incidents | >2 hrs to 3 hrs     | 1%      |
|                                                    | >3 hrs to 4.5 hrs   | 2%      |
|                                                    | > 4.5 hrs           | 3%      |
| Highest Restoration time, severity 3 incident      | >3.5 hrs to 4.5 hrs | 1%      |
|                                                    | >4.5 hrs to 6 hrs   | 2%      |
|                                                    | > 6 hrs             | 3%      |

Penalty for response and restoration will be calculated as below:

If the billing for a given month is Rs. 50,00,000, and the highest response time is at 27 mins then 2% of that month i.e. Rs. 1,00,000 will be deducted from that months payment.

In addition if highest restoration time is 2.5 hrs for severity 1 then an additional 2% i.e. Rs. 1,00,000 will be deducted from that months payment. Thus total deduction for that month will be Rs. 2,00,000

##### Part B: Quality of Resolution

| Short term Quality of Resolution | Total incidents in quarter | Penalty |
|----------------------------------|----------------------------|---------|
| Severity 1 recurrence            | 1                          | 1%      |
|                                  | 2                          | 2%      |
|                                  | 3                          | 3%      |
|                                  | >= 4                       | 7%      |
| Severity 2 recurrence            | 1 to 3                     | 1%      |
|                                  | 4 to 6                     | 2%      |
|                                  | >= 7                       | 3%      |
| Severity 3 recurrence            | 5 to 9                     | 1%      |
|                                  | 10 to 15                   | 2%      |
|                                  | >= 16                      | 3%      |



| Long term Quality of Resolution | Total incidents in current year | Penalty |
|---------------------------------|---------------------------------|---------|
| Severity 1 recurrence           | 1 to 2                          | 1%      |
|                                 | 3 to 4                          | 2%      |
|                                 | 5 to 6                          | 3%      |
|                                 | >= 7                            | 7%      |
| Severity 2 recurrence           | 2 to 4                          | 1%      |
|                                 | 5 to 8                          | 2%      |
|                                 | >= 9                            | 3%      |
| Severity 3 recurrence           | 10-15                           | 1%      |
|                                 | 16-24                           | 2%      |
|                                 | >24                             | 3%      |

Penalty for quality of resolution will be calculated as below:

If the billing for a given quarter is Rs. 1,50,00,000, and the recurrence of severity 1 incidents is at 2 then 2% of that quarter i.e. Rs 300,000 will be deducted from that month's payment.

(made in the last month of the quarter).

In addition, penalty for recurrence of severity 2 incidents is at 5 then an additional 2% i.e. Rs. 3,00,000 will be deducted from that month's payment (made in the last month of the quarter). Thus, total deduction for that month will be Rs. 6,00,000

The same will be done for the year at the end of said year.

### 5. Product delivery, Product customizations and Change Requests KPIs

| Timeline                                 | Performance slab | Penalty |
|------------------------------------------|------------------|---------|
| Delay by 1 to 7 days of agreed timelines | 10% to 25%       | 1%      |
|                                          | 26% to 50%       | 2%      |
|                                          | > 50%            | 3%      |
| Delay by >7 days of agreed timelines     | 10% to 15%       | 1%      |
|                                          | 16% to 25%       | 2%      |
|                                          | > 25%            | 3%      |

For example: if there is a total of 50 minor change requests and 5 are delayed between 1-7 days, 6 are delayed > 7 days then penalty of 1% and 1% each will be charged against these on that month's billing.

For a major customization or change request with 3 separate deliverables if 1 is delayed by 1-7 days then the penalty of 2% is charged on that request.

### 6. Business Continuity KPIs

| BCP timelines            | Performance slab | Penalty |
|--------------------------|------------------|---------|
| % times RTO was achieved | 99.99% to 97.5%  | 0.50%   |
|                          | 97.4% to 95%     | 1%      |
|                          | < 95.00%         | 2%      |

For example: if the RTO was achieved 96 times out of a total of 100 actual and test instances then for a billing of Rs. 50,00,000 in that month a penalty of 1% i.e. Rs 50,000 will be deducted from that month's payment

### 7. Managed Services KPIs

| Managed services                                             | Performance slab | Penalty |
|--------------------------------------------------------------|------------------|---------|
| % Cumulative duration of Onsite supportstaff                 | 99.99% to 97.5%  | 0.50%   |
|                                                              | 97.4% to 95%     | 1%      |
|                                                              | < 95.00%         | 2%      |
| % instances system monitoring and healthcheck reports shared | 99.99% to 97.5%  | 0.50%   |
|                                                              | 97.4% to 95%     | 1%      |
|                                                              | < 95.00%         | 2%      |

Resource availability: No Resource will be relieved /transferred from the project without prior approval of Bank's respective department head. A penalty of INR 5,500/- per day resource rate for each resource relieved from project without prior approval will be applicable.

**8. Training, Knowledge Transfer (“KT”) and Documentation KPIs**

| <b>Training, KT &amp; Documentation</b>                                            | <b>Performance slab</b>               | <b>Penalty</b>      |
|------------------------------------------------------------------------------------|---------------------------------------|---------------------|
| Each day of delay from the date of delivery as agreed between Bank and the bidder. | 0 days from expected date of delivery | INR 5,500/- per day |

The above is applicable for each instance of training / KT session / documentation delivery delay.

**Service Level Agreement**

**BETWEEN  
STATE BANK OF INDIA  
AND**

---

**Commencement Date:**

**Date of Expiry:**

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This agreement (“Agreement”) is made at \_\_\_\_\_ (Place) on this \_\_\_\_\_ day of \_\_\_\_\_ 2023.

BETWEEN

**State Bank of India**, constituted under the State Bank of India Act, 1955 having its Corporate Centre and Central Office at State Bank Bhavan, Madame Cama Road, Nariman Point, Mumbai-21 and its Global IT Centre at Sector-11, CBD Belapur, Navi Mumbai-400614 through its CMP Department,<sup>1</sup> hereinafter referred to as “**the Bank**” which expression shall, unless it be repugnant to the context or meaning thereof, be deemed to mean and include its successors in title and assigns of the First Part:

AND

\_\_\_\_\_ <sup>2</sup> a private/public limited company/LLP/Firm incorporated under the provisions of the Companies Act, 1956/ Limited Liability Partnership Act 2008/ Indian Partnership Act 1932, having its registered office at ..... hereinafter referred to as “**Service Provider/ Vendor**”, which expression shall mean to include its successors in title and permitted assigns of the Second Part:

<sup>1</sup>Name & Complete Address of the Dept.

<sup>2</sup>Name & Complete Address ( REGISTERED OFFICE) of Service Provider,

**WHEREAS**

- A. “The Bank” is carrying on business in banking in India and overseas and desirous to avail services for \_\_\_\_\_<sup>3</sup>, and \_\_\_\_\_<sup>4</sup>, and
- B. Service Provider in the business of providing \_\_\_\_\_<sup>5</sup>, and has agreed to supply \_\_\_\_\_ (Software) and/or providing the Services as mentioned in Request for Proposal (RFP) No. \_\_\_\_\_ dated \_\_\_\_\_ issued by the Bank along with its clarifications/ corrigenda, referred hereinafter as a “RFP” and same shall be part of this Agreement.

NOW THEREFORE, in consideration of the mutual covenants, undertakings and conditions set forth below, and for other valid consideration the acceptability and sufficiency of which are hereby acknowledged, the Parties hereby agree to the following terms and conditions hereinafter contained: -

**1. DEFINITIONS & INTERPRETATION****1.1 Definition**

Certain terms used in this Agreement are defined hereunder. Other terms used in this Agreement are defined where they are used and have the meanings there indicated. Unless otherwise specifically defined, those terms, acronyms and phrases in this Agreement that are utilized in the information technology services industry or other pertinent business context shall be interpreted in accordance with their generally understood meaning in such industry or business context, unless the context otherwise requires/mentions, the following definitions shall apply:

- 1.1.1 ‘The Bank’ shall mean the State Bank of India (including domestic branches and foreign offices) Subsidiaries and Joint Ventures, where the Bank has ownership of more than 50% of voting securities or the power to direct the management and policies of such Subsidiaries and Joint Ventures.

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<sup>3</sup>Purpose of the Agreement

<sup>4</sup>Any other connected purpose or details of RFP floated by the Bank

<sup>5</sup>Brief mentioning of service providers experience in providing the services required by the Bank.

- 1.1.2 “Code” shall mean computer programming code contained in the Software. If not otherwise specified, Code shall include both Object Code and Source Code which means programming languages, including all comments and procedural code, and all related development documents (e.g., flow charts, schematics, statements of principles of operations, end-user manuals, architecture standards, and any other specifications that are used to create or that comprise the Code). Code shall include Maintenance Modifications and Enhancements in the Software.
- 1.1.3 “Confidential Information” shall have the meaning set forth in Clause 15.
- 1.1.4 “Data Dictionary or Metadata Repository” shall mean a repository of information about data such as meaning, relationships to other data, origin/lineage, usage, business context and format including but not limited to data type, data length, data structure etc., further, it as a collection of columns and tables with metadata.
- 1.1.5 “Deficiencies” shall mean defects arising from non-conformity with the mutually agreed specifications and/or failure or non-conformity in the Scope of Services.
- 1.1.6 “Documentation” will describe in detail and in a completely self-contained manner how the user may access and use the ..... (name of the Software/ maintenance services),<sup>6</sup> such that any reader of the Documentation can access, use and maintain all of the functionalities of the Software, without the need for any further instructions. ‘Documentation’ includes, user manuals, installation manuals, operation manuals, design documents, process documents, data flow documents, data register, technical manuals, functional specification, software requirement specification, on-line tutorials/CBTs, system configuration documents, Data Dictionary, system/database administrative documents, debugging/diagnostics documents, test procedures, Review Records/ Test Bug Reports/ Root Cause Analysis Report, list of all

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<sup>6</sup> Name of Software

Product components, list of all dependent/external modules and list of all documents relating to traceability of the Product as and when applicable etc.

- 1.1.7 “Intellectual Property Rights” shall mean, on a worldwide basis, any and all: (a) rights associated with works of authorship, including copyrights & moral rights; (b) Trade Marks; (c) trade secret rights; (d) patents, designs, algorithms and other industrial property rights; (e) other intellectual and industrial property rights of every kind and nature, however designated, whether arising by operation of law, contract, license or otherwise; and (f) registrations, initial applications, renewals, extensions, continuations, divisions or reissues thereof now or hereafter in force (including any rights in any of the foregoing).
- 1.1.8 “Open Source or Copyleft license” shall mean a license of a computer program in which the source code is available to the general public for use and/or modification from its original design.
- 1.1.9 “Project Cost” means the price payable to Service Provider over the entire period of Agreement (i.e. Rs. \_\_\_\_\_ <in words>) for the full and proper performance of its contractual obligations.
- 1.1.10 “Project Documents” shall mean all the plans, drawings and specifications used while bidding and all other documents necessary to complete all work.
- 1.1.11 “Request for Proposal (RFP)” shall mean RFP NO. 961 dated 03.08.2023 along with its clarifications/ corrigenda issued by the Bank time to time.
- 1.1.12 “Revision control procedure” shall mean the procedure for management of changes to documents, software programs, and other collections of information made during this engagement.
- 1.1.13 “Root Cause Analysis Report” shall mean a report addressing a problem or non-conformance, in order to get to the ‘root cause’ of the problem, which thereby assists in correcting or eliminating the cause, and prevent the problem from recurring.
- 1.1.14 ‘Services’ shall mean and include the Services offered by Service Provider more particularly described in Clause 2 of this Agreement. ‘Services’ shall also include the implementation services, training services and maintenance



Services and other obligation of Service Provider to be provided under this Agreement.

1.1.15 “Software” shall mean (a) the software product(s) described in this Agreement; (b) all maintenance, modifications and enhancements that are provided to the Bank; (c) the Code contained in or otherwise related to each of the foregoing; and (d) the Documentation.

1.1.16 “Test Bug Reports” shall mean a report providing the details as to the efficiency of software in relation with reporting and resolution of any bug.

## **1.2 Interpretations:**

1.2.1 Reference to a person includes any individual, firm, body corporate, association (whether incorporated or not) and authority or agency (whether government, semi government or local).

1.2.2 The singular includes the plural and vice versa.

1.2.3 Reference to any gender includes each other gender.

1.2.4 The provisions of the contents table, headings, clause numbers, italics, bold print and underlining is for ease of reference only and shall not affect the interpretation of this Agreement.

1.2.5 The Schedules, Annexures and Appendices to this Agreement shall form part of this Agreement.

1.2.6 A reference to any documents or agreements (and, where applicable, any of their respective provisions) means those documents or agreements as amended, supplemented or replaced from time to time provided they are amended, supplemented or replaced in the manner envisaged in the relevant documents or agreements.

1.2.7 A reference to any statute, regulation, rule or other legislative provision includes any amendment to the statutory modification or re-enactment or, legislative provisions substituted for, and any statutory instrument issued under that statute, regulation, rule or other legislative provision.

1.2.8 Any agreement, notice, consent, approval, disclosure or communication under or pursuant to this Agreement is to be in writing.

1.2.9 The terms not defined in this agreement shall be given the same meaning as given to them in the RFP. If no such meaning is given technical words shall be understood in technical sense in accordance with the industrial practices.

### **1.3 Commencement, Term & Change in Terms**

1.3.1 This Agreement shall commence from its date of execution mentioned above/ be deemed to have commenced from \_\_\_\_\_ (Effective Date).

1.3.2 This Agreement shall be in force for a period of \_\_\_\_\_ year(s) from Effective Date, unless terminated by the Bank by notice in writing in accordance with the termination clauses of this Agreement.

1.3.3 The Bank shall have the right at its discretion to renew this Agreement in writing, for a further term of \_\_\_\_\_ years on the mutually agreed terms & conditions.

1.3.4 Either Party can propose changes to the scope, nature or time schedule of services being performed under this Service Level Agreement. Such changes can be made upon mutually accepted terms & conditions maintaining the spirit (Purpose) of this Service Level Agreement.

## **2. SCOPE OF WORK**

2.1 The scope and nature of the work which Service Provider has to provide to the Bank (Services) is described in **Annexure-A**.

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

2.1.1 Service Provider shall ensure that the remote access to the Bank's VPN is performed through a laptop/desktop ("Device") specially allotted for that

purpose by the Service Provider and not through any other private or public Device.

- 2.1.2 Service Provider shall ensure that only its authorized employees/representatives access the Device.
- 2.1.3 Service Provider shall be required to get the Device hardened/configured as per the Bank's prevailing standards and policy.
- 2.1.4 Service Provider and/or its employee/representative shall be required to furnish an undertaking and/or information security declaration on the Bank's prescribed format before such remote access is provided by the Bank.
- 2.1.5 Service Provider shall ensure that services are performed in a physically protected and secure environment which ensures confidentiality and integrity of the Bank's data and artefacts, including but not limited to information (on customer, account, transactions, users, usage, staff, etc.), architecture (information, data, network, application, security, etc.), programming codes, access configurations, parameter settings, executable files, etc., which the Bank representative may inspect. Service Provider shall facilitate and/ or handover the Device to the Bank or its authorized representative for investigation and/or forensic audit.
- 2.1.6 Service Provider shall be responsible for protecting its network and subnetworks, from which remote access to the Bank's network is performed, effectively against unauthorized access, malware, malicious code and other threats in order to ensure the Bank's information technology system is not compromised in the course of using remote access facility.

### **3. FEES /COMPENSATION**

#### **3.1 Professional fees**

- 3.1.1 Service Provider shall be paid fees and charges in the manner detailed in hereunder, the same shall be subject to deduction of income tax thereon wherever required under the provisions of the Income Tax Act by the Bank. The remittance of amounts so deducted and issuance of certificate for such

deductions shall be made by the Bank as per the laws and regulations for the time being in force. Nothing in the Agreement shall relieve Service Provider from his responsibility to pay any tax that may be levied in India on income and profits made by Service Provider in respect of this Agreement.

3.1.2 \_\_\_\_\_

3.1.3 \_\_\_\_\_

3.2 All duties and taxes (excluding<sup>7</sup> \_\_\_\_\_ or any other tax imposed by the Government in lieu of same), if any, which may be levied, shall be borne by Service Provider and Bank shall not be liable for the same. All expenses, stamp duty and other charges/ expenses in connection with execution of this Agreement shall be borne by Service Provider. \_\_\_\_\_ *<insert tax payable by the Bank>* or any other tax imposed by the Government in lieu of same shall be borne by the Bank on actual upon production of original receipt wherever required.

3.3 Service Provider shall provide a clear description quantifying the service element and goods element in the invoices generated by them.

### 3.4 Payments

3.4.1 The Bank will pay properly submitted valid invoices within reasonable period but not exceeding 30 (thirty) days after its receipt thereof. All payments shall be made in Indian Rupees.

3.4.2 The Bank may withhold payment of any product/services that it disputes in good faith and may set-off penalty amount or any other amount which Service Provider owes to the Bank against amount payable to Service Provider under this Agreement. However, before levying penalty or recovery of any damages, the Bank shall provide a written notice to Service Provider indicating the reasons for such penalty or recovery of damages. Service Provider shall have the liberty to present its case in writing together with documentary evidences, if any, within 21 (twenty one) days. Penalty or damages, if any, recoverable from Service Provider shall be recovered by the Bank through a credit note or revised invoices. In case Service Provider

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<sup>7</sup> Please determine the applicability of the taxes.

fails to issue credit note/ revised invoice, the Bank shall have right to withhold the payment or set-off penal amount from current invoices.

### 3.5 Bank Guarantee and Penalties

- 3.5.1 Service Provider shall furnish performance security in the form of Bank Guarantee for an amount of Rs. \_\_\_\_\_ valid for a period of \_\_\_\_ year(s) \_\_\_\_ month(s) from a Scheduled Commercial Bank other than State Bank of India in a format provided/ approved by the Bank.
- 3.5.2 The Bank Guarantee is required to protect the interest of the Bank against delay in supply/installation and/or the risk of non-performance of Service Provider in respect of successful implementation of the project; or performance of the material or services sold; or breach of any terms and conditions of the Agreement, which may warrant invoking of Bank Guarantee.
- 3.5.3 If at any time during performance of the Contract, Service Provider shall encounter unexpected conditions impeding timely completion of the Services under the Agreement and performance of the services, Service Provider shall promptly notify the Bank in writing of the fact of the delay, it's likely duration and its cause(s). As soon as practicable, after receipt of Service Provider's notice, the Bank shall evaluate the situation and may at its discretion extend Service Provider's time for performance, in which case the extension shall be ratified by the Parties by amendment of the Agreement.
- 3.5.4 Performance of the obligations under the Agreement shall be made by Service Provider in accordance with the time schedule<sup>8</sup> specified in this Agreement.
- 3.5.5 Service Provider shall be liable to pay penalty at the rate mentioned in Annexure 'F' in respect of any delay beyond the permitted period in providing the Services.

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<sup>8</sup> Please ensure that the time scheduled is suitably incorporated in the Agreement.

3.5.6 Subject to Clause 17 of this Agreement, any unexcused delay by Service Provider in the performance of its Contract obligations shall render this Agreement to be terminated.

3.5.7 No penalty shall be levied in case of delay(s) in deliverables or performance of the contract for the reasons solely and directly attributable to the Bank. On reaching the maximum of penalties specified the Bank reserves the right to terminate the Agreement.

#### 4. LIABILITIES/OBLIGATION

##### 4.1 The Bank's Duties /Responsibility (if any)

- (i) Processing and authorizing invoices
- (ii) Approval of Information
- (iii) \_\_\_\_\_

##### 4.2 Service Provider Duties

- (i) Service Delivery responsibilities
  - (a) To adhere to the service levels documented in this Agreement.
  - (b) Software solution provided and/or maintained by Service Provider shall be free from OWASP Top 10 vulnerabilities (latest) during the term of Agreement.
  - (c) Service provider shall ensure to filter all phishing / spamming / overflow attacks in order to ensure availability and integrity on continuous basis.
  - (d) Service Provider shall without any additional cost, rectify the vulnerabilities observed by the Bank during security review of Code. The Code shall be comprehensively reviewed periodically by the Bank or its authorized representative.
  - (e) Service Provider shall *ensure that* Service Provider's personnel and its sub-contractors (if allowed) will abide by all reasonable directives issued by the Bank, including those set forth in the Bank's then-current standards, policies and procedures (to the extent applicable), all on-site rules of behaviour, work schedules, security procedures and other standards, policies and procedures as established by the Bank from time to time.

- (f) Service Provider agrees and declares that it shall be the sole responsibility of Service Provider to comply with the provisions of all the applicable laws, concerning or in relation to rendering of Services by Service Provider as envisaged under this Agreement.
- (g) Service Provider shall be responsible to provide Data Dictionary in a format provided by the Bank. During the term of this Agreement, such a format may be revised by the Bank as per the requirements. Service Provider shall capture all the fields in Data Dictionary format and keep the same always updated during the term of this Agreement.

(ii) Security Responsibility

- (a) To maintain the confidentiality of the Bank's resources and other intellectual property rights.
- (b) \_\_\_\_\_

**5. REPRESENTATIONS & WARRANTIES**

- 5.1 Service Provider warrants that the technical quality and performance of the Services provided will be consistent with the mutually agreed standards. Warranty shall be for a period of \_\_\_\_\_ (Term) from the date of acceptance.
- 5.2 Any defect found will be evaluated mutually to establish the exact cause of the defect. Bank may have direct and separate agreement with Service Provider to provide technical support to the Bank for related deficiencies.
- 5.3 Service Provider warrants that at the time of delivery the Software or its component is free from malware, free from any obvious bugs, and free from any covert channels in the code (of the versions of the applications/software being delivered as well as any subsequent versions/modifications delivered).
- 5.4 Service Provider represents and warrants that its personnel shall be present at the Bank premises or any other place as the Bank may direct, only for the Services and follow all the instructions provided by the Bank; Act diligently, professionally and shall maintain the decorum and environment of the Bank; Comply with all occupational, health or safety policies of the Bank.

- 5.5 Service Provider warrants that it shall be solely liable and responsible for compliance of applicable Labour Laws in respect of its employee, agents, representatives and sub-contractors (if allowed) and in particular laws relating to terminal benefits such as pension, gratuity, provident fund, bonus or other benefits to which they may be entitled and the laws relating to contract labour, minimum wages, etc., and the Bank shall have no liability in this regard.
- 5.6 Each Party represents and warrants that it has all requisite power and authorization to enter into and perform this Agreement and that nothing contained herein or required in the performance hereof conflict or will conflict with or give rise to a breach or default under, or permit any person or entity to terminate, any contract or instrument to which the party is bound.
- 5.7 Service Provider warrants that it has full right, title and interest in and to all software, copyrights, trade names, trademarks, service marks, logos symbols and other proprietary marks (collectively 'IPR') owned by it (including appropriate limited right of use of those owned by any of its vendors, affiliates or subcontractors) which it provides to the Bank, for use related to the Services to be provided under this Agreement.
- 5.8 Service Provider shall perform the Services and carry out its obligations under the Agreement with due diligence, efficiency and economy, in accordance with generally accepted techniques and practices used in the industry and with professional standards recognized by international professional bodies and shall observe sound management practices. It shall employ appropriate advanced technology and safe and effective equipment, machinery, material and methods.
- 5.9 Service Provider has the requisite technical and other competence, sufficient, suitable, qualified and experienced manpower/personnel and expertise in providing the Services to the Bank.
- 5.10 Service Provider shall duly intimate to the Bank immediately, the changes, if any in the constitution of Service Provider.
- 5.11 Service Provider warrants that to the best of its knowledge, as on the Effective Date of this Agreement, the Software does not violate or infringe any patent,



copyright, trademarks, trade secrets or other Intellectual Property Rights of any third party.

- 5.12 Service Provider shall ensure that all persons, employees, workers and other individuals engaged by or sub-contracted (if allowed) by Service Provider in rendering the Services under this Agreement have undergone proper background check, police verification and other necessary due diligence checks to examine their antecedence and ensure their suitability for such engagement. No person shall be engaged by Service Provider unless such person is found to be suitable in such verification and Service Provider shall retain the records of such verification and shall produce the same to the Bank as when requested.
- 5.13 During the Warranty Period if any software or any component thereof is supplied by Service Provider is inoperable or suffers degraded performance not due to causes external to the software, Service provider shall, at the Bank's request, promptly replace the software or specified component with new software of the same type and quality. Such replacement shall be accomplished without any adverse impact on the Bank's operations within agreed time frame and without any additional cost to the Bank.

## **6. GENERAL INDEMNITY**

- 6.1 Service provider agrees and hereby keeps the Bank indemnified against all claims, actions, loss, damages, costs, expenses, charges, including legal expenses (Attorney, Advocates fees included) which the Bank may suffer or incur on account of (i) Service Provider's breach of its warranties, covenants, responsibilities or obligations; or (ii) breach of confidentiality obligations mentioned in this Agreement; or (iii) any willful misconduct and gross negligent acts on the part of employees, agents, representatives or sub-contractors (if allowed) of Service Provider. Service provider agrees to make good the loss suffered by the Bank.
- 6.2 Service provider hereby undertakes the responsibility to take all possible measures, at no cost, to avoid or rectify any issues which thereby results in non-performance of software within reasonable time. The Bank shall report as far as possible all material defects to Service provider without undue delay. Service

provider also undertakes to co-operate with other service providers thereby ensuring expected performance covered under scope of work.

**7. CONTINGENCY PLANS**

Service provider shall arrange and ensure proper data recovery mechanism, attrition plan and other contingency plans to meet any unexpected obstruction to Service Provider or any employees or sub-contractors (if allowed) of Service Provider in rendering the Services or any part of the same under this Agreement to the Bank. Service Provider at Banks discretion shall co-operate with the bank in case on any contingency.

**8. TRANSITION REQUIREMENT**

In the event of failure of Service Provider to render the Services or in the event of termination of Agreement or expiry of term or otherwise, without prejudice to any other right, the Bank at its sole discretion may make alternate arrangement for getting the Services contracted with another vendor. In such case, the Bank shall give prior notice to the existing Service Provider. The existing Service Provider shall continue to provide services as per the terms of the Agreement until a 'New Service Provider' completely takes over the work. During the transition phase, the existing Service Provider shall render all reasonable assistance to the new Service Provider within such period prescribed by the Bank, at no extra cost to the Bank, for ensuring smooth switch over and continuity of Services, provided where transition services are required by the Bank or New Service Provider beyond the term of this Agreement, reasons for which are not attributable to Service Provider, payment shall be made to Service Provider for such additional period on the same rates and payment terms as specified in this Agreement. If existing vendor is breach of this obligation, they shall be liable for paying a penalty of Rs. \_\_\_\_\_ on demand to the Bank, which may be settled from the payment of invoices or bank guarantee for the contracted period. Transition & Knowledge Transfer plan is mentioned in Annexure G.

## **9. LIQUIDATED DAMAGES**

If Service Provider fails to deliver product and/or perform any or all the Services within the stipulated time, schedule as specified in this Agreement, the Bank may, without prejudice to its other remedies under the Agreement, and unless otherwise extension of time is agreed upon without the application of liquidated damages, deduct from the Project Cost, as liquidated damages a sum equivalent to \_\_\_\_% of total Project cost for delay of each week or part thereof maximum up to \_\_\_% of total Project cost. Once the maximum deduction is reached, the Bank may consider termination of the Agreement.

## **10. RELATIONSHIP BETWEEN THE PARTIES**

- 10.1 It is specifically agreed that Service Provider shall act as independent service provider and shall not be deemed to be the Agent of the Bank except in respect of the transactions/services which give rise to Principal - Agent relationship by express agreement between the Parties.
- 10.2 Neither Service Provider nor its employees, agents, representatives, Sub-Contractors shall hold out or represent as agents of the Bank.
- 10.3 None of the employees, representatives or agents of Service Provider shall be entitled to claim any absorption or any other claim or benefit against the Bank.
- 10.4 This Agreement shall not be construed as joint venture. Each Party shall be responsible for all its obligations towards its respective employees. No employee of any of the two Parties shall claim to be employee of other Party.
- 10.5 All the obligations towards the employee(s) of a Party on account of personal accidents while working in the premises of the other Party shall remain with the respective employer and not on the Party in whose premises the accident occurred unless such accidents occurred due to gross negligent act of the Party in whose premises the accident occurred.
- 10.6 For redressal of complaints of sexual harassment at workplace, Parties agree to comply with the policy framed by the Bank (including any amendment thereto) in pursuant to the Sexual Harassment of Women at Workplace (Prevention, Prohibition and Redressal) Act, 2013 including any amendment thereto.

## **11. SUB CONTRACTING**

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

## **12. INTELLECTUAL PROPERTY RIGHTS**

- 12.1 For any technology / Software / solution developed/used/supplied by Service provider for performing Services or licensing and implementing Software and solution for the Bank as part of this Agreement, Service Provider shall have right to use as well right to license for the outsourced services or third party product. The Bank shall not be liable for any license or IPR violation on the part of Service Provider.
- 12.2 Without the Bank's prior written approval, Service provider will not, in performing the Services, use or incorporate, link to or call or depend in any way upon, any software or other intellectual property that is subject to an Open Source or Copy-left license or any other agreement that may give rise to any third-party claims or to limit the Bank's rights under this Agreement.
- 12.3 Subject to clause 12.4 and 12.5 of this Agreement, Service Provider shall, at its own expenses without any limitation, indemnify and keep fully and effectively indemnified the Bank against all cost, claims, damages, demands, expenses and liabilities whatsoever nature arising out of or in connection with all claims of infringement of Intellectual Property Right, including patent, trademark, copyright, trade secret or industrial design rights of any third party arising from use of the technology / Software / products or any part thereof in India or abroad, for Software licensed/developed as part of this engagement. In case of violation/ infringement of patent/ trademark/ copyright/ trade secret or industrial design or any other Intellectual Property Right of third party, Service Provider shall, after due inspection and testing, without any additional cost (a) procure for the Bank the right to continue to using the Software supplied; or (b) replace or modify the Software to make it non-infringing so long as the replacement to or modification of Software provide substantially equivalent functional, performance and operational features as the infringing Software which is being replaced or modified; or (c) to the extent that the activities under

clauses (a) and (b) above are not commercially reasonable, refund to the Bank all amounts paid by the Bank to Service Provider under this Agreement.

- 12.4 The Bank will give (a) notice to Service provider of any such claim without delay/provide reasonable assistance to Service provider in disposing of the claim; (b) sole authority to defend and settle such claim and; (c) will at no time admit to any liability for or express any intent to settle the claim provided that (i) Service Provider shall not partially settle any such claim without the written consent of the Bank, unless such settlement releases the Bank fully from such claim, (ii) Service Provider shall promptly provide the Bank with copies of all pleadings or similar documents relating to any such claim, (iii) Service Provider shall consult with the Bank with respect to the defense and settlement of any such claim, and (iv) in any litigation to which the Bank is also a party, the Bank shall be entitled to be separately represented at its own expenses by counsel of its own selection..
- 12.5 Service Provider shall have no obligations with respect to any infringement claims to the extent that the infringement claim arises or results from: (i) Service Provider's compliance with the Bank's specific technical designs or instructions (except where Service Provider knew or should have known that such compliance was likely to result in an Infringement Claim and Service Provider did not inform the Bank of the same); (ii) any unauthorized modification or alteration of the Software by the Bank; or (iii) failure to implement an update to the licensed software that would have avoided the infringement, provided Service Provider has notified the Bank in writing that use of the update would have avoided the claim.
- 12.6 Service provider hereby grants the Bank a *fully paid-up, irrevocable, unlimited, perpetual, exclusive license* throughout the territory of India or abroad to access, replicate, modify and use Software licensed/developed including its upgraded versions available during the term of this Agreement by Service provider as part of this engagement, including all inventions, designs and trademarks embodied therein perpetually.
- 12.7 Software licensed/developed as part of this Agreement can be put to use in all offices of the Bank.

**13. INSTALLATION**

Service provider will install the software/support the Bank in installation of the software developed into the Bank's production, disaster recovery, testing and training environment, if required.

**14. INSPECTION AND AUDIT**

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

14.2 Where any Deficiency has been observed during audit of Service Provider on the risk parameters finalized by the Bank or in the certification submitted by the Auditors, it is agreed upon by Service Provider that it 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. It is also agreed that Service Provider shall provide certification of the auditor to the Bank regarding compliance of the observations made by the auditors covering the respective risk parameters against which such Deficiencies observed.

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

## 15. CONFIDENTIALITY

15.1 “Confidential Information” mean all information which is material to the business operations of either party or its affiliated companies, designated as being confidential or which, under the circumstances surrounding disclosure out to be treated as confidential, in any form including, but not limited to, proprietary information and trade secrets, whether or not protected under any patent, copy right or other intellectual property laws, in any oral, photographic or electronic form, whether contained on computer hard disks or floppy diskettes or otherwise without any limitation whatsoever. Without prejudice to the generality of the foregoing, the Confidential Information shall include all information about the party and its customers, costing and technical data, studies, consultants reports, financial information, computer models and programs, software Code, contracts, drawings, blue prints, specifications, operating techniques, processes, models, diagrams, data sheets, reports and other information with respect to any of the foregoing matters. All and every information received by the parties and marked confidential hereto shall be assumed to be confidential information unless otherwise proved. It is further agreed that the information relating to the Bank and its customers is deemed confidential whether marked confidential or not.

15.2 All information relating to the accounts of the Bank’s customers shall be confidential information, whether labeled as such or otherwise.

15.3 All information relating to the infrastructure and Applications (including designs and processes) shall be deemed to be Confidential Information whether

labeled as such or not. Service provider personnel/resources responsible for the project are expected to take care that their representatives, where necessary, have executed a Non-Disclosure Agreement to comply with the confidential obligations under this Agreement.

- 15.4 Each party agrees that it will not disclose any Confidential Information received from the other to any third parties under any circumstances without the prior written consent of the other party unless such disclosure of Confidential Information is required by law, legal process or any order of any government authority. Service provider, in this connection, agrees to abide by the laws especially applicable to confidentiality of information relating to customers of Banks and the banks per-se, even when the disclosure is required under the law. In such event, the Party must notify the other Party that such disclosure has been made in accordance with law; legal process or order of a government authority.
- 15.5 Each party, including its personnel, shall use the Confidential Information only for the purposes of achieving objectives set out in this Agreement. Use of the Confidential Information for any other purpose shall constitute breach of trust of the same.
- 15.6 Each party may disclose the Confidential Information to its personnel solely for the purpose of undertaking work directly related to the Agreement. The extent of Confidential Information disclosed shall be strictly limited to what is necessary for those particular personnel to perform his/her duties in connection with the Agreement. Further each Party shall ensure that each personnel representing the respective party agree to be bound by obligations of confidentiality no less restrictive than the terms of this Agreement.
- 15.7 The non-disclosure obligations herein contained shall not be applicable only under the following circumstances:
- (i) Where Confidential Information comes into the public domain during or after the date of this Agreement otherwise than by disclosure by receiving party in breach of the terms hereof.
  - (ii) Where any Confidential Information was disclosed after receiving the written consent of disclosing party.



(iii) Where receiving party is requested or required by law or by any Court or governmental agency or authority to disclose any of the Confidential Information, then receiving party will provide the other Party with prompt notice of such request or requirement prior to such disclosure.

(iv) Where any Confidential Information was received by the receiving party from a third party which does not have any obligations of confidentiality to the other Party.

(v) Where Confidential Information is independently developed by receiving party without any reference to or use of disclosing party's Confidential Information.

15.8 Receiving party undertakes to promptly notify disclosing party in writing any breach of obligation of the Agreement by its employees or representatives including confidentiality obligations. Receiving party acknowledges that monetary damages may not be the only and / or a sufficient remedy for unauthorized disclosure of Confidential Information and that disclosing party shall be entitled, without waiving any other rights or remedies, to injunctive or equitable relief as may be deemed proper by a Court of competent jurisdiction.

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

15.10 Any document received from the Bank shall remain the property of the Bank and shall be returned (in all copies) to the Bank on completion of Service Provider's performance under the Agreement.

15.11 Upon expiration or termination of the Agreement, all the Bank's proprietary documents, customized programs partially or wholly completed and associated documentation, or the Bank's materials which are directly related to any project under the Agreement shall be delivered to the Bank or at the Bank's written instruction destroyed, and no copies shall be retained Service provider without the Bank's written consent.

15.12 The foregoing obligations (collectively referred to as "Confidentiality Obligations") set out in this Agreement shall survive the term of this Agreement and for a period of five (5) years thereafter provided Confidentiality

Obligations with respect to individually identifiable information, customer's data of Parties or software in human-readable form (e.g., source code) shall survive in perpetuity.

## **16. OWNERSHIP**

- 16.1 Service Provider will provide Source Code for every version of the Software customized/developed specifically for the Bank, without any cost to the Bank, and it will be treated as the property of the Bank.
- 16.2 The Source Code /Object Code /executable code and compilation procedures for every version of the Software customized/developed specifically for the Bank, of the Software solution made under this Agreement are the proprietary property of the Bank and as such Service provider shall make them available to the Bank after successful User Acceptance Testing.
- 16.3 Service Provider agrees that the Bank owns the entire right, title and interest to any inventions, designs, discoveries, writings and works of authorship, including all Intellectual Property Rights, copyrights. Any work made under this Agreement shall be deemed to be 'work made for hire' under any Indian/U.S. or any other applicable copyright laws.
- 16.4 Service Provider shall ensure proper change management process covering impact assessment, requirement and solution documents detailing changes made to the Software for any work order, in addition to enabling the programmers identify and track the changes made to the source code. The Source Code will be delivered in appropriate version control tool maintained at the Bank's on site location.
- 16.5 Service Provider shall adhere to revision control procedure of the Bank to maintain required documentation and configuration files as well as Source Code. Necessary backup and restoration of the revision control software related information will be handled by the service team as per the approved backup policy of the Bank.
- 16.6 For each application developed by Service Provider on Software, including third party software before the platform become operational, Service Provider shall deliver all documents to the Bank, which include coding standards, user

manuals, installation manuals, operation manuals, design documents, process documents, technical manuals, and other documents, if any, as per work order.

16.7 Service Provider shall also provide documents related to Review Records/ Test Bug Reports/ Root Cause Analysis Report, details and documentation of all product components, details and documentation of all dependent/ external modules and all documents relating to traceability of the Software supplied/ customized under this Agreement before its production release.

16.8 All Software programs developed, program documentation, system documentation and testing methodologies along with all other information and documents (other than tools being proprietary to Service Provider) and used for customized Software development shall be the exclusive property of the Bank.

16.9 The Intellectual Property Rights on the Software Code, copyright and source code for various applications/ interfaces developed under this Agreement, and any other component/ framework/ middleware used/ developed as pre-built software assets to deliver the solution, shall belong to the Bank and the Bank shall have complete and unrestricted rights on such property. However, Service Provider shall hold All Intellectual Property rights in any pre-built software *per se*, except for those which have been assigned under this Agreement.

16.10 All information processed by Service Provider during Software development/ customization, implementation & maintenance belongs to the Bank. Service Provider shall not acquire any other right in respect of the information for the license to the rights owned by the Bank. Service Provider will implement mutually agreed controls to protect the information. Service Provider also agrees that it will protect the information appropriately.

## **17. SOURCE CODE ESCROW AGREEMENT**

17.1 Service Provider shall deposit the source code of the Software and everything required to independently maintain the Software, to the source code escrow account and agrees to everything mentioned in source code escrow agreement.

17.2 Service provider shall deposit the latest version of source code in escrow account at regular intervals as mentioned in source code escrow agreement.

17.3 The Bank shall have the right to get the source code released and will receive no opposition/hindrances from the escrow agent and Service provider under the following conditions: -

- (i) In the event wherein Service provider files a voluntary petition in bankruptcy or insolvency or has been otherwise declared Insolvent/Bankrupt; or
- (ii) In the event wherein Service provider has declared its expressed/written unwillingness to fulfill his contractual obligations under this Agreement; or
- (iii) Service Provider is wound up, or ordered wound up, or has a winding up petition ordered against it, or assigns all or a substantial part of its business or assets for the benefit of creditors, or permits the appointment of a receiver for the whole or substantial part of its business or assets, or otherwise ceases to conduct its business in the normal course; or
- (iv) Service Provider discontinues business because of insolvency or bankruptcy, and no successor assumes Service Provider's Software maintenance obligations or obligations mentioned in the Agreement; or
- (v) Service Provider dissolves or ceases to function as a going concern or to conduct its operation in the normal course of business or intends and conveys its intention to do so; or
- (vi) Any other release condition as specified in source code escrow agreement.

17.4 Service provider agrees to bear the payment of fees due to the escrow agent.

17.5 The escrow agreement shall ipso-facto would get terminated on delivery of source code to either of the parties upon the terms & conditions mentioned in source code escrow agreement.

## **18. TERMINATION**

18.1 The Bank may, without prejudice to any other remedy for breach of Agreement, by written notice of not less than 30 (thirty) days, terminate the Agreement in whole or in part:

- (e) If Service Provider fails to deliver any or all the obligations within the time period specified in the Agreement, or any extension thereof granted by the Bank;
- (f) If Service Provider fails to perform any other obligation(s) under the Agreement;
- (g) Violations of any terms and conditions stipulated in the RFP;
- (h) On happening of any termination event mentioned herein above in this Agreement.

Prior to providing a written notice of termination to Service Provider under clause 17.1 (i) to 17.1 (iii), the Bank shall provide Service Provider with a written notice of 30 (thirty) days to cure such breach of the Agreement. If the breach continues or remains unrectified after expiry of cure period, the Bank shall have right to initiate action in accordance with above clause.

18.2 The Bank, by written notice of not less than 90 (ninety) days, may terminate the Agreement, in whole or in part, for its convenience, provided same shall not be invoked by the Bank before completion of half of the total Contract period (including the notice period). In the event of termination of the Agreement for the Bank's convenience, Service Provider shall be entitled to receive payment for the Services rendered (delivered) up to the effective date of termination.

18.3 In the event the bank terminates the Agreement in whole or in part for the breaches attributable to Service Provider, the Bank may procure, upon such terms and in such manner, as it deems appropriate, software or services similar to those undelivered and subject to clause 21 Service Provider shall be liable to the Bank for any excess costs for such similar software or services. However, Service provider, in case of part termination, shall continue the performance of the Agreement to the extent not terminated.

18.4 The Bank shall have a right to terminate the Agreement immediately by giving a notice in writing to Service Provider in the following eventualities:

- (i) If any Receiver/Liquidator is appointed in connection with the business of Service Provider or Service Provider transfers substantial assets in favour of

its creditors or any orders / directions are issued by any Authority / Regulator which has the effect of suspension of the business of Service Provider.

- (ii) If Service Provider applies to the Court or passes a resolution for voluntary winding up of or any other creditor / person files a petition for winding up or dissolution of Service Provider.
- (iii) If any acts of commission or omission on the part of Service Provider or its agents, employees, sub-contractors or representatives, in the reasonable opinion of the Bank tantamount to fraud or prejudicial to the interest of the Bank or its employees.
- (iv) Any document, information, data or statement submitted by Service Provider in response to RFP, based on which Service Provider was considered eligible or successful, is found to be false, incorrect or misleading.

18.5 In the event of the termination of the Agreement Service Provider shall be liable and responsible to return to the Bank all records, documents, data and information including Confidential Information pertains to or relating to the Bank in its possession.

18.6 In the event of termination of the Agreement for material breach, Bank shall have the right to report such incident in accordance with the mandatory reporting obligations under the applicable law or regulations.

18.7 Upon termination or expiration of this Agreement, all rights and obligations of the Parties hereunder shall cease, except such rights and obligations as may have accrued on the date of termination or expiration; the obligation of indemnity; obligation of payment; confidentiality obligation; Governing Law clause; Dispute resolution clause; and any right which a Party may have under the applicable Law.

## **19. DISPUTE REDRESSAL MECHANISM & GOVERNING LAW**

19.1 All disputes or differences whatsoever arising between the parties out of or in connection with this Agreement (including dispute concerning interpretation) or in discharge of any obligation arising out of the Agreement (whether during the progress of work or after completion of such work and whether before or

after the termination of this Agreement, abandonment or breach of this Agreement), shall be settled amicably.

- 19.2 If the parties are not able to solve them amicably within 30 (thirty) days after dispute occurs as evidenced through the first written communication from any Party notifying the other regarding the disputes, either Party [the Bank or Service Provider] shall 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.
- 19.3 In the absence of consensus about the single arbitrator, the dispute may be referred to an arbitration panel; 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 and the arbitration shall be conducted in accordance with the Arbitration and Conciliation Act, 1996.
- 19.4 Service Provider shall continue work under the Agreement 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.
- 19.5 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.
- 19.6 This Agreement shall be governed by laws in force in India. Subject to the arbitration clause above, all disputes arising out of or in relation to this Agreement, shall be subject to the exclusive jurisdiction of the courts at **Mumbai** only.
- 19.7 In case of any change in applicable laws that has an effect on the terms of this Agreement, the Parties agree that the Agreement may be reviewed, and if deemed necessary by the Parties, make necessary amendments to the Agreement by mutual agreement in good faith, in case of disagreement obligations mentioned in this clause shall be observed.

**20. POWERS TO VARY OR OMIT WORK**

- 20.1 No alterations, amendments, omissions, additions, suspensions or variations of the work (hereinafter referred to as variation) under the Agreement shall be made by Service provider 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 Agreement, by notice in writing to instruct Service Provider to make any variation without prejudice to the Agreement. Service Provider shall carry out such variations and be bound by the same conditions, though the said variations occurred in the Agreement documents. If any suggested variations would, in the opinion of Service Provider, if carried out, prevent them from fulfilling any of their obligations under the Agreement, they shall notify the Bank, thereof, in writing with reasons for holding such opinion and Bank shall instruct Service Provider to make such other modified variation without prejudice to the Agreement. Service Provider shall carry out such variations and be bound by the same conditions, though the said variations occurred in the Agreement documents. If Bank confirms their instructions Service Provider's obligations will be modified to such an extent as may be mutually agreed. If such variation involves extra cost, any agreed difference in cost occasioned by such variation shall be mutually agreed between the parties. In any case in which Service Provider has received instructions from the Bank as to the requirement of carrying out the altered or additional substituted work, which either then or later on, will in the opinion of Service Provider, involve a claim for additional payments, such additional payments shall be mutually agreed in line with the terms and conditions of the order.
- 20.2 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 reduction in payment to be made to Service Provider, before Service provider proceeding with the change.

**21. WAIVER OF RIGHTS**



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

## **22. LIMITATION OF LIABILITY**

22.1 The maximum aggregate liability of Service Provider, subject to clause 21.3, in respect of any claims, losses, costs or damages arising out of or in connection with this Agreement shall not exceed the total Project Cost.

22.2 Under no circumstances shall either Party be liable for any indirect, consequential or incidental losses, damages or claims including loss of profit, loss of business or revenue.

22.3 The limitations set forth in Clause 21.1 shall not apply with respect to:

- (i) claims that are the subject of indemnification pursuant to Clause 12<sup>9</sup> (infringement of third-party Intellectual Property Right);
- (ii) damage(s) occasioned by the Gross Negligence or Willful Misconduct of Service Provider.
- (iii) damage(s) occasioned by Service Provider for breach of Confidentiality Obligations;
- (iv) Regulatory or statutory fines imposed by a government or Regulatory agency for non-compliance of statutory or regulatory guidelines applicable to the Bank, provided such guidelines were brought to the notice of Service Provider.

For the purpose of clause 21.3(ii) “Gross Negligence” means any act or failure to act by a party which was in reckless disregard of or gross indifference to the obligation of the party under this Agreement and which causes injury, damage to life, personal safety, real property,

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<sup>9</sup> Please see Clause 12 ‘IPR Indemnification’

harmful consequences to the other party, which such party knew, or would have known if it was acting as a reasonable person, would result from such act or failure to act for which such Party is legally liable. Notwithstanding the forgoing, Gross Negligence shall not include any action taken in good faith.

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

### **23. FORCE MAJEURE**

- 23.1 Notwithstanding anything else contained in the Agreement, neither Party shall be liable for any delay in performing its obligations herein if and to the extent that such delay is the result of an event of Force Majeure.
- 23.2 For the purposes of this clause, 'Force Majeure' means and includes wars, insurrections, revolution, civil disturbance, riots, terrorist acts, public strikes, hartal, bundh, fires, floods, epidemic, quarantine restrictions, freight embargoes, declared general strikes in relevant industries, Vis Major, acts of Government in their sovereign capacity, impeding reasonable performance of Service Provider and /or sub-contractor but does not include any foreseeable events, commercial considerations or those involving fault or negligence on the part of the party claiming Force Majeure.
- 23.3 If Force Majeure situation arises, the non-performing Party shall promptly notify to the other Party in writing of such conditions and the cause(s) thereof. Unless otherwise agreed in writing, the non-performing Party shall continue to perform its obligations under the Agreement as far as is reasonably practical and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.
- 23.4 If the Force Majeure situation continues beyond 30 (thirty) days, either Party shall have the right to terminate the Agreement by giving a notice to the other



Party. Neither Party shall have any penal liability to the other in respect of the termination of this Agreement as a result of an event of Force Majeure. However, Service Provider shall be entitled to receive payments for all services actually rendered up to the date of the termination of this Agreement.

**24. NOTICES**

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

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

24.3 The addresses for Communications to the Parties are as under.

(a) In the case of the Bank

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

(b) In case of Service Provider

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

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

**25. GENERAL TERMS & CONDITIONS**

25.1 TRAINING: Service Provider shall train designated Bank officials on the configuration, operation/ functionalities, maintenance, support & administration for Software, application architecture and components,

installation, troubleshooting processes of the proposed Services as mentioned in this Agreement

- 25.2 PUBLICITY: Service Provider may make a reference of the Services rendered to the Bank covered under this Agreement on Service provider's Web Site or in their sales presentations, promotional materials, business plans or news releases etc., only after prior written approval from the Bank.
- 25.3 SUCCESSORS AND ASSIGNS: This Agreement shall bind and inure to the benefit of the Parties, and their respective successors and permitted assigns.
- 25.4 NON-HIRE AND NON-SOLICITATION: During the term of this Agreement and for a period of one year thereafter, neither Party shall (either directly or indirectly through a third party) employ, solicit to employ, cause to be solicited for the purpose of employment or offer employment to any employee(s) of the other Party, or aid any third person to do so, without the specific written consent of the other Party. However, nothing in this clause shall affect the Bank's regular recruitments as per its recruitment policy and not targeted to the employees of Service provider.
- 25.5 SEVERABILITY: The invalidity or unenforceability of any provision of this Agreement shall not in any way effect, impair or render unenforceable this Agreement or any other provision contained herein, which shall remain in full force and effect.
- 25.6 MODIFICATION: This Agreement may not be modified or amended except in writing signed by duly authorized representatives of each Party with express mention thereto of this Agreement.
- 25.7 ENTIRE AGREEMENT: The following documents along with all addenda issued thereto shall be deemed to form and be read and construed as integral part of this Agreement and in case of any contradiction between or among them the priority in which a document would prevail over another would be as laid down below beginning from the highest priority to the lowest priority:
- (i) This Agreement;
  - (ii) Annexure of Agreement;
  - (iii) Purchase Order No. \_\_\_\_\_ dated \_\_\_\_\_; and
  - (iv) RFP Ref No. \_\_\_\_\_ dated \_\_\_\_\_;



25.8 PRIVACY: Neither this Agreement nor any provision hereof is intended to confer upon any person/s other than the Parties to this Agreement any rights or remedies hereunder.

25.9 DUE AUTHORIZATION: Each of the undersigned hereby represents to the other that she/ he is authorized to enter into this Agreement and bind the respective parties to this Agreement.

25.10 COUNTERPART: This Agreement may be executed in duplicate and each copy is treated as original for all legal purposes.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed by their duly authorized representatives as of the date and day first mentioned above.

**State Bank of India**

\_\_\_\_\_ **Service Provider**

**By:**  
**Name:**  
**Designation:**  
**Date:**

**By:**  
**Name:**  
**Designation:**  
**Date:**

WITNESS:

1.

1.

2.

2.

**ANNEXURE-A**

**DELIVERABLES/SCOPE OF WORK**

1. Description of Deliverables:

*[Identify each individual component of the Deliverables, including equipment and software, by name and version.]*

2. Specifications, Performance Standards, and Functional Requirements:

*[Include here all of the specifications, performance standards, and functional requirements for the Deliverables that are important to the Bank. Be certain to include run and operator response times (if applicable) which are part of the Acceptance criteria discussed in this agreement.]*

2.1 Service Provider undertakes and warrants to provide technical support with resolution time frame as per the matrix given below:

| <i>Severity</i>          | <i>Description</i> | <i>Response Time</i> | <i>Resolution time</i> |
|--------------------------|--------------------|----------------------|------------------------|
| <i>Critical</i>          |                    |                      |                        |
| <i>High/Major</i>        |                    |                      |                        |
| <i>Medium/</i>           |                    |                      |                        |
| <i>Low/Minor</i>         |                    |                      |                        |
| <i>Very Low/Cosmetic</i> |                    |                      |                        |

3. Documentation:

*[Identify here all user manuals and other documentation concerning the Software.]*

4. Place of Service<sup>10</sup>

|    |       |
|----|-------|
| 1. | _____ |
| 2. | _____ |

5. Standard Services

Standard services to be delivered under this agreement are illustratively listed below:-

<sup>10</sup>Brief description of place of service

*The details of services, their responsibilities and availability to be described----*

1.....

2.....

6. Maintenance/ Upgrades

6.1 Service Provider shall maintain and upgrade the Software during the warranty and support period so that the Software shall, at all times during the warranty and support period, meet or exceed the specifications in the Project Documents and the performance requirements as set forth in this Agreement. Service provider shall, at no cost to the Bank, promptly correct any and all errors, Deficiencies and defects in the Software.

6.2 Service Provider shall have the operational maintenance obligations (e.g., telephone support, problem resolution, on-site services) as mentioned in Annexure A. *<kindly add operational maintenance obligation with deliverables>*

7. Correction of Deficiencies in Deliverables

7.1 If Service provider is unable to correct all Deficiencies preventing acceptance of a deliverable or meet the performance requirements, for which Service provider is responsible within the timelines as mentioned in this Agreement, the Bank may at its discretion:

- a) Without prejudiced to the Bank's other rights under this Agreement, allow Service provider to continue its efforts to make corrections; or
- b) Accept the deliverable with its Deficiencies and reach agreement with Service provider on an equitable reduction to Service provider's charges for developing such deliverable to reflect the uncorrected Deficiencies; or
- c) Terminate this Agreement for cause in accordance with Clause 17 (except that the Bank is under no obligation to provide Service provider any further opportunity to cure) and recover its damages as set forth in this Agreement.

8. Service Milestones<sup>11</sup>

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<sup>11</sup> The Purpose of this clause is identify any assumption made for this agreement.

| Milestones <sup>12</sup> related to in-scope services and/or components includes<br><Strike off whichever is not applicable>:- |                                  |                                       |
|--------------------------------------------------------------------------------------------------------------------------------|----------------------------------|---------------------------------------|
| Service Category                                                                                                               | Milestone                        | Duration (in months/weeks/days/hours) |
| Development<br><Strike off if not applicable>                                                                                  | <Brief description of milestone> | <mention the duration >               |
| Delivery                                                                                                                       | <Brief description of milestone> | <mention the duration >               |
| Installation                                                                                                                   | <Brief description of milestone> | <mention the duration >               |
| Configuration                                                                                                                  | <Brief description of milestone> | <mention the duration >               |
| User Acceptance Testing                                                                                                        | <Brief description of milestone> | <mention the duration >               |
| Documentation                                                                                                                  | <Brief description of milestone> | <mention the duration >               |
| Training                                                                                                                       | <Brief description of milestone> | <mention the duration >               |
| Live in Production                                                                                                             | <Brief description of milestone> | <mention the duration >               |

9. Risk Management

- a. Service Provider shall identify and document the risk in delivering the Services. Service Provider shall identify the methodology to monitor and prevent the risk, and shall also document the steps taken to manage the impact of the risks.
- b. Service Request<sup>13</sup>

<sup>12</sup>Assumptions may include items including how the services will be used in future, projected growth rates that may impact how services are to be delivered and future changes that were considered but not included in the agreement

<sup>13</sup>The purpose of this clause is to document the process and timeframe for responding to the service requests.





**ANNEXURE-B**

**INFRASTRUCTURE MANAGEMENT METRICS**

(a) Service metric for Recovery Time objective (RTO)

| SL no. | Service level category                        | Service level object                                                                                           | Measurement range/criteria                                                              |
|--------|-----------------------------------------------|----------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------|
| 1.     | RTO during disaster for shifting to <Place>DC | <.....><br>(requirement to be filled by the concerned dept.)/ 4 hours<strike off which ever in not applicable> | <.....><to be filled in by the concerned dept. depending on the criticality of service> |

(b) SLA for Recovery Point Objective

| SL no. | Service level category                      | Service level object                                                                                                                | Measurement range/criteria                                                              |
|--------|---------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------|
| 1.     | RPO during disaster for shifting to <Place> | <.....>(requirement to be filled by the concerned dept.)/ 99.999% of PR site data recovery<strike off which ever in not applicable> | <.....><to be filled in by the concerned dept. depending on the criticality of service> |

(c) INFRASTRUCTURE SUPPORT METRICS

| Activities                                                                       |         | Severity    | Response Time (mins) | Resolution Time (mins) | Measurement Criteria                                |
|----------------------------------------------------------------------------------|---------|-------------|----------------------|------------------------|-----------------------------------------------------|
| Operational Task                                                                 | Details |             |                      |                        |                                                     |
| <to be filled in by the concerned dept. depending on the criticality of service> | .....   | Level 1     | .....                | .....                  | <.....><br>><to be filled in by the concerned dept. |
|                                                                                  | .....   | Level 2     | .....                | .....                  |                                                     |
|                                                                                  | .....   | Level ....n | .....                | .....                  |                                                     |



| Activities                                                                                    |                | Severity    | Response Time (mins) | Resolution Time (mins) | Measurement Criteria                               |
|-----------------------------------------------------------------------------------------------|----------------|-------------|----------------------|------------------------|----------------------------------------------------|
| Operational Task                                                                              | Details        |             |                      |                        |                                                    |
| <i>&lt;to be filled in by the concerned dept. depending on the criticality of service&gt;</i> | .....<br>..... | Level 1     | .....                | .....                  | <i>depending on the criticality of service&gt;</i> |
|                                                                                               | .....          | Level 2     | .....                | .....                  |                                                    |
|                                                                                               | .....          | Level.....n | .....                | .....                  |                                                    |

**ANNEXURE-C**

APPLICATION DEVELOPMENT & MAINTENANCE METRIC.

| Impact Level | Description/Measure | Response Time                                                                                 | Resolution Time                                                                               |
|--------------|---------------------|-----------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------|
| Level 1      | Low impact          | <i>&lt;to be filled in by the concerned dept. depending on the criticality of service&gt;</i> | <i>&lt;to be filled in by the concerned dept. depending on the criticality of service&gt;</i> |
| Level 2      | Medium impact       | <i>&lt;to be filled in by the concerned dept. depending on the criticality of service&gt;</i> | <i>&lt;to be filled in by the concerned dept. depending on the criticality of service&gt;</i> |
| .....        | .....               |                                                                                               |                                                                                               |



|            |                |                                                                                  |                                                                                  |
|------------|----------------|----------------------------------------------------------------------------------|----------------------------------------------------------------------------------|
| Level..... | Highest impact | <to be filled in by the concerned dept. depending on the criticality of service> | <to be filled in by the concerned dept. depending on the criticality of service> |
|------------|----------------|----------------------------------------------------------------------------------|----------------------------------------------------------------------------------|

| Urgency Level | Description/Measure             | Response time                                                                    | Resolution time                                                                  |
|---------------|---------------------------------|----------------------------------------------------------------------------------|----------------------------------------------------------------------------------|
| Level 1       |                                 | <to be filled in by the concerned dept. depending on the criticality of service> | <to be filled in by the concerned dept. depending on the criticality of service> |
| Level 2       |                                 | <to be filled in by the concerned dept. depending on the criticality of service> | <to be filled in by the concerned dept. depending on the criticality of service> |
| .....         |                                 |                                                                                  |                                                                                  |
| Level.....    | To be performed on top priority | <to be filled in by the concerned dept. depending on the criticality of service> | <to be filled in by the concerned dept. depending on the criticality of service> |

| IMPACT     | Urgency Level |            |            |  |            |
|------------|---------------|------------|------------|--|------------|
|            |               | Level 1    | Level 2    |  | Level n    |
| Level 1    | Priority A    | Priority A |            |  | Priority C |
| Level 2    | Priority A    | Priority B |            |  | Priority D |
| ....       |               | Priority J | Priority K |  | Priority L |
| Level..... | Priority L    | Priority M | Priority N |  | Priority O |



**ANNEXURE-D**

SERVICE DESK SUPPORT METRIC

| SL no. | Service level category                                        | Service level object                                                                                                              | Measurement range/criteria                                                              |
|--------|---------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------|
| 1.     | Call type level 1, <strike off which ever in not applicable>  | <.....(requirement)/ call escalated by sbi service desk to .....service provider’s team><strike off which ever in not applicable> | <.....><to be filled in by the concerned dept. depending on the criticality of service> |
|        | Call type level 12, <strike off which ever in not applicable> | <.....(requirement)/ call escalated by sbi service desk to .....service provider’s team><strike off which ever in not applicable> | <.....><to be filled in by the concerned dept. depending on the criticality of service> |

| Report Name | Interval | Recipient | Responsible |
|-------------|----------|-----------|-------------|
|             |          |           |             |
|             |          |           |             |

SERVICE LEVEL REPORTING/ FREQUENCY<sup>14</sup>

<Describe the service level reporting frequency and methodology>

<sup>14</sup>The purpose of this section is to document reports used to measure service levels. These reports must align with the service measurement and should support these measurements.



SERVICE REVIEW MEETING<sup>15</sup>

Service Review meeting shall be held annually/ half yearly. The following comprise of the Service Review Board:

- President,
- Members.....

**ANNEXURE-E**

ESCALATION MATRICS<sup>16</sup>

| Service level Category    | Response/ Resolution Time | Escalation thresholds           |                 |                 |                 |
|---------------------------|---------------------------|---------------------------------|-----------------|-----------------|-----------------|
|                           |                           | Escalation Level 1              |                 | Escalation..... |                 |
|                           |                           | Escalation to                   | Escalation Mode | Escalation to   | Escalation Mode |
| Production Support        |                           | <Name, designation contact no.> |                 |                 |                 |
| Service Milestones        |                           | <Name, designation contact no.> |                 |                 |                 |
| Infrastructure Management |                           | <Name, designation contact no.> |                 |                 |                 |

<sup>15</sup>The purpose of this section to describe the frequency of meeting and composition of service review board.

<sup>16</sup> To ensure that the service beneficiary receives senior management attention on unresolved issues, Service Provider operates a problem escalation procedure in order that any unresolved problems are notified to Service Provider management personnel on a priority basis dependent upon the impact and urgency of the problem.



|                                       |  |                                              |  |  |  |
|---------------------------------------|--|----------------------------------------------|--|--|--|
| Application Development & Maintenance |  | <i>&lt;Name, designation contact no.&gt;</i> |  |  |  |
| Information Security                  |  | <i>&lt;Name, designation contact no.&gt;</i> |  |  |  |
| Service Desk Support                  |  | <i>&lt;Name, designation contact no.&gt;</i> |  |  |  |

**ANNEXURE-F**

## PENALTY FOR NON-PERFORMANCE OF SLA

| <b>Service level category</b>                                                 | <b>SLA Measure</b>                                             | <b>Penalty Calculation</b>           |
|-------------------------------------------------------------------------------|----------------------------------------------------------------|--------------------------------------|
| Application Uptime/Downtime/ RTO/RPO <strike off whichever is not applicable> | <delay in minutes / hours /days>< to be provided by the dept.> |                                      |
| Delivery Schedule                                                             | <Delay ( in working days)>< to be provided>                    |                                      |
| Installation                                                                  | <delay in minutes / hours /days>< to be provided by the dept.> |                                      |
| User Acceptance Testing                                                       | <delay in minutes / hours /days>< to be provided by the dept.> |                                      |
| Live in Production                                                            | <delay in minutes / hours /days>< to be provided by the dept.> |                                      |
| Periodical training                                                           | <Delay ( in working days)>< to be provided>                    | .....<For each resource not trained> |
| Source Code                                                                   | <Delay ( in working days)>< to be provided>                    |                                      |
| Non-availability of staff                                                     |                                                                |                                      |
| Reports/                                                                      |                                                                |                                      |

PENALTY FOR EVERY ITEMS, Penalty at the rates given below:

| Category of defect | Service Area | Penalty |
|--------------------|--------------|---------|
| Minor              |              |         |
| Medium             |              |         |
| Major              |              |         |
| Critical           |              |         |

PENALTY FOR NON PERFORMANCE AT HELP DESK

| Service Area | SLA measurement                                                                                                   | Penalty % on _____<br><to be provided by the dept.,> |                                                                    | Calculate penalty on           |
|--------------|-------------------------------------------------------------------------------------------------------------------|------------------------------------------------------|--------------------------------------------------------------------|--------------------------------|
|              |                                                                                                                   | 0 %                                                  | _____ % (for every 1% shortfall from the stipulated service level) |                                |
| Help Desk    | Time taken for resolution of calls<br>(99.9% of the calls should be resolved within the stipulated response time) | More than or equal to 99.9 % of service level        | Less than 99.9 % of service level                                  | <to be provided by the dept.,> |



## **ANNEXURE G**

### **Transition & Knowledge Transfer Plan**

#### **1. Introduction**

1.1 This Annexure describes the duties and responsibilities of Service Provider and the Bank to ensure proper transition of services and to ensure complete knowledge transfer.

#### **2. Objectives**

2.1 The objectives of this annexure are to:

- (1) ensure a smooth transition of Services from Service Provider to a New/Replacement SERVICE PROVIDER or back to the Bank at the termination or expiry of this Agreement;
- (2) ensure that the responsibilities of both parties to this Agreement are clearly defined in the event of exit and transfer; and
- (3) ensure that all relevant Assets are transferred.

#### **3. General**

3.1 Where the Bank intends to continue equivalent or substantially similar services to the Services provided by Service Provider after termination or expiry the Agreement, either by performing them itself or by means of a New/Replacement SERVICE PROVIDER, Service Provider shall ensure the smooth transition to the Replacement SERVICE PROVIDER and shall co-operate with the Bank or the Replacement SERVICE PROVIDER as required in order to fulfil the obligations under this annexure.

3.2 Service Provider shall co-operate fully with the Bank and any potential Replacement SERVICE PROVIDERS tendering for any Services, including the transfer of responsibility for the provision of the Services previously performed by Service Provider to be achieved with the minimum of disruption. In particular:

3.2.1 during any procurement process initiated by the Bank and in anticipation of the expiry or termination of the Agreement and irrespective of the identity of any potential or actual Replacement SERVICE PROVIDER, Service Provider shall

comply with all reasonable requests by the Bank to provide information relating to the operation of the Services, including but not limited to, hardware and software used, inter-working, coordinating with other application owners, access to and provision of all performance reports, agreed procedures, and any other relevant information (including the configurations set up for the Bank and procedures used by Service Provider for handling Data) reasonably necessary to achieve an effective transition, provided that:

- 3.2.1.1 Service Provider shall not be obliged to provide any information concerning the costs of delivery of the Services or any part thereof or disclose the financial records of Service Provider to any such party;
  - 3.2.1.2 Service Provider shall not be obliged to disclose any such information for use by an actual or potential Replacement SERVICE PROVIDER unless such a party shall have entered into a confidentiality agreement; and
  - 3.2.1.3 whilst supplying information as contemplated in this paragraph 3.2.1 Service Provider shall provide sufficient information to comply with the reasonable requests of the Bank to enable an effective tendering process to take place but shall not be required to provide information or material which Service Provider may not disclose as a matter of law.
- 3.3 In assisting the Bank and/or the Replacement SERVICE PROVIDER to transfer the Services the following commercial approach shall apply:
- (1) where Service Provider does not have to utilise resources in addition to those normally used to deliver the Services prior to termination or expiry, Service Provider shall make no additional Charges. The Bank may reasonably request that support and materials already in place to provide the Services may be redeployed onto work required to effect the transition provided always that where the Bank agrees in advance that such redeployment will prevent Service Provider from meeting any Service Levels, achieving any other key dates or from providing any specific deliverables to the Bank, the Bank shall not be entitled to claim any penalty or liquidated damages for the same.
  - (2) where any support and materials necessary to undertake the transfer work or any costs incurred by Service Provider are additional to those in place as part

of the proper provision of the Services the Bank shall pay Service Provider for staff time agreed in advance at the rates agreed between the parties and for materials and other costs at a reasonable price which shall be agreed with the Bank.

- 3.4 If so, required by the Bank, on the provision of no less than 15 (fifteen) days' notice in writing, Service Provider shall continue to provide the Services or an agreed part of the Services for a period not exceeding **6 (Six)** months beyond the date of termination or expiry of the Agreement. In such event the Bank shall reimburse Service Provider for such elements of the Services as are provided beyond the date of termination or expiry date of the Agreement on the basis that:
- (1) Services for which rates already specified in the Agreement shall be provided on such rates;
  - (2) materials and other costs, if any, will be charged at a reasonable price which shall be mutually agreed between the Parties.
- 3.5 Service Provider shall provide to the Bank an analysis of the Services to the extent reasonably necessary to enable the Bank to plan migration of such workload to a Replacement SERVICE PROVIDER provided always that this analysis involves providing performance data already delivered to the Bank as part of the performance monitoring regime.
- 3.6 Service Provider shall provide such information as the Bank reasonably considers to be necessary for the actual Replacement SERVICE PROVIDER, or any potential Replacement SERVICE PROVIDER during any procurement process, to define the tasks which would need to be undertaken in order to ensure the smooth transition of all or any part of the Services.
- 3.7 Service Provider shall make available such Key Personnel who have been involved in the provision of the Services as the Parties may agree to assist the Bank or a Replacement SERVICE PROVIDER (as appropriate) in the continued support of the Services beyond the expiry or termination of the Agreement, in which event the Bank shall pay for the services of such Key Personnel on a time and materials basis at the rates agreed between the parties.
- 3.8 Service Provider shall co-operate with the Bank during the handover to a Replacement SERVICE PROVIDER and such co-operation shall extend to, but

shall not be limited to, inter-working, co-ordinating and access to and provision of all operational and performance documents, reports, summaries produced by Service Provider for the Bank, including the configurations set up for the Bank and any and all information to be provided by Service Provider to the Bank under any other term of this Agreement necessary to achieve an effective transition without disruption to routine operational requirements.

#### **4. Replacement SERVICE PROVIDER**

4.1 In the event that the Services are to be transferred to a Replacement SERVICE PROVIDER, the Bank will use reasonable endeavors to ensure that the Replacement SERVICE PROVIDER co-operates with Service Provider during the handover of the Services.

#### **5. Subcontractors**

5.1 Service Provider agrees to provide the Bank with details of the Subcontracts (if permitted by the Bank) used in the provision of the Services. Service Provider will not restrain or hinder its Subcontractors from entering into agreements with other prospective service providers for the delivery of supplies or services to the Replacement SERVICE PROVIDER.

#### **6. Transfer of Configuration Management Database**

6.1 6 (six) months prior to expiry or within 2 (two) week of notice of termination of this Agreement Service Provider shall deliver to the Bank a full, accurate and up to date cut of content from the Configuration Management Database (or equivalent) used to store details of Configurable Items and Configuration Management data for all products used to support delivery of the Services.

#### **7. Transfer of Assets**

7.1 6 (six) months prior to expiry or within 2 (two) week of notice of termination of the Agreement Service Provider shall deliver to the Bank the Asset Register comprising:

- (1) a list of all Assets eligible for transfer to the Bank; and

(2) a list identifying all other Assets, (including human resources, skillset requirement and know-how), that are ineligible for transfer but which are essential to the delivery of the Services. The purpose of each component and the reason for ineligibility for transfer shall be included in the list.

7.2 Within 1 (one) month of receiving the Asset Register as described above, the Bank shall notify Service Provider of the Assets it requires to be transferred, (the “Required Assets”), and the Bank and Service Provider shall provide for the approval of the Bank a draft plan for the Asset transfer.

7.3 In the event that the Required Assets are not located on Bank premises:

(1) Service Provider shall be responsible for the dismantling and packing of the Required Assets and to ensure their availability for collection by the Bank or its authorized representative by the date agreed for this;

(2) any charges levied by Service Provider for the Required Assets not owned by the Bank shall be fair and reasonable in relation to the condition of the Assets and the then fair market value; and

(3) for the avoidance of doubt, the Bank will not be responsible for the Assets.

7.4 Service Provider warrants that the Required Assets and any components thereof transferred to the Bank or Replacement SERVICE PROVIDER benefit from any remaining manufacturer’s warranty relating to the Required Assets at that time, always provided such warranties are transferable to a third party.

## **8. Transfer of Software Licenses**

8.1 6 (six) months prior to expiry or within 2 (two) week of notice of termination of this Agreement Service Provider shall deliver to the Bank all licenses for Software used in the provision of Services which were purchased by the Bank.

8.2 On notice of termination of this Agreement Service Provider shall, within 2 (two) week of such notice, deliver to the Bank details of all licenses for SERVICE PROVIDER Software and SERVICE PROVIDER Third Party Software used in the provision of the Services, including the terms of the software license agreements. For the avoidance of doubt, the Bank shall be responsible for any costs incurred in the transfer of licenses from Service Provider to the Bank or to a Replacement SERVICE PROVIDER provided such costs shall be agreed in

advance. Where transfer is not possible or not economically viable the Parties will discuss alternative licensing arrangements.

- 8.3 Within 1 (one) month of receiving the software license information as described above, the Bank shall notify Service Provider of the licenses it wishes to be transferred, and Service Provider shall provide for the approval of the Bank a draft plan for license transfer, covering novation of agreements with relevant software providers, as required. Where novation is not possible or not economically viable the Parties will discuss alternative licensing arrangements.

## **9. Transfer of Software**

- 9.1 Wherein State Bank of India is the owner of the software, 6 (six) months prior to expiry or within 2 (two) weeks of notice of termination of this Agreement Service Provider shall deliver, or otherwise certify in writing that it has delivered, to the Bank a full, accurate and up to date version of the Software including up to date versions and latest releases of, but not limited to:

- (a) Source Code (with source tree) and associated documentation;
- (b) application architecture documentation and diagrams;
- (c) release documentation for functional, technical and interface specifications;
- (d) a plan with allocated resources to handover code and design to new development and test teams (this should include architectural design and code 'walk-through');
- (e) Source Code and supporting documentation for testing framework tool and performance tool;
- (f) test director database;
- (g) test results for the latest full runs of the testing framework tool and performance tool on each environment; and

## **10. Transfer of Documentation**

- 10.1 6 (six) months prior to expiry or within 2 (two) weeks of notice of termination of this Agreement Service Provider shall deliver to the Bank a full, accurate and up-to date set of Documentation that relates to any element of the Services as defined in Annexure A.

**11. Transfer of Service Management Process**

11.1 6 (six) months prior to expiry or within 2 (two) weeks of notice of termination of this Agreement Service Provider shall deliver to the Bank:

- (a) a plan for the handover and continuous delivery of the Service Desk function and allocate the required resources;
- (b) full and up to date, both historical and outstanding Service Desk ticket data including, but not limited to:
  - (1) Incidents;
  - (2) Problems;
  - (3) Service Requests;
  - (4) Changes;
  - (5) Service Level reporting data;
- (c) a list and topology of all tools and products associated with the provision of the Software and the Services;
- (d) full content of software builds and server configuration details for software deployment and management; and
- (e) monitoring software tools and configuration.

**12. Transfer of Knowledge Base**

12.1 6 (six) months prior to expiry or within 2 (two) week of notice of termination of this Agreement Service Provider shall deliver to the Bank a full, accurate and up to date cut of content from the knowledge base (or equivalent) used to troubleshoot issues arising with the Services but shall not be required to provide information or material which Service Provider may not disclose as a matter of law.

**13. Transfer of Service Structure**

13.1 6 (six) months prior to expiry or within 2 (two) weeks' notice of termination of this Agreement Service Provider shall deliver to the Bank a full, accurate and up to date version of the following, as a minimum:

- (a) archive of records including:
  - (1) Questionnaire Packs;
  - (2) project plans and sign off;
  - (3) Acceptance Criteria; and
  - (4) Post Implementation Reviews.
- (b) Programme plan of all work in progress currently accepted and those in progress;
- (c) latest version of documentation set;
- (d) Source Code (if appropriate) and all documentation to support the services build tool with any documentation for 'workarounds' that have taken place;
- (e) Source Code, application architecture documentation/diagram and other documentation;
- (f) Source Code, application architecture documentation/diagram and other documentation for Helpdesk; and
- (g) project plan and resource required to hand Service Structure capability over to the new team.

**14. Transfer of Data**

14.1 In the event of expiry or termination of this Agreement Service Provider shall cease to use the Bank's Data and, at the request of the Bank, shall destroy all such copies of the Bank's Data then in its possession to the extent specified by the Bank.

14.2 Except where, pursuant to paragraph 14.1 above, the Bank has instructed Service Provider to destroy such Bank's Data as is held and controlled by Service Provider, 1 (one) months prior to expiry or within 1 (one) month of termination of this Agreement, Service Provider shall deliver to the Bank:

- (1) An inventory of the Bank's Data held and controlled by Service Provider, plus any other data required to support the Services; and/or
- (2) a draft plan for the transfer of the Bank's Data held and controlled by Service Provider and any other available data to be transferred.

**15. Training Services on Transfer**



- 15.1 Service Provider shall comply with the Bank's reasonable request to assist in the identification and specification of any training requirements following expiry or termination. The purpose of such training shall be to enable the Bank or a Replacement SERVICE PROVIDER to adopt, integrate and utilize the Data and Assets transferred and to deliver an equivalent service to that previously provided by Service Provider.
- 15.2 The provision of any training services and/or deliverables and the charges for such services and/or deliverables shall be agreed between the parties.
- 15.3 Subject to paragraph 15.2 above, Service Provider shall produce for the Bank's consideration and approval 6 (six) months prior to expiry or within 10 (ten) working days of issue of notice of termination:
- (1) A training strategy, which details the required courses and their objectives;
  - (2) Training materials (including assessment criteria); and
  - (3) a training plan of the required training events.
- 15.4 Subject to paragraph 15.2 above, Service Provider shall schedule all necessary resources to fulfil the training plan, and deliver the training as agreed with the Bank.
- 15.5 SERVICE PROVIDER shall provide training courses on operation of licensed /open source software product at Bank's \_\_\_\_\_ Premises, at such times, during business hours as Bank may reasonably request. Each training course will last for \_\_\_\_\_ hours. Bank may enroll up to \_\_\_\_\_ of its staff or \_\_\_\_\_ employees of the new/replacement service provider in any training course, and Service Provider shall provide a hard copy of the Product (licensed or open sourced) standard training manual for each enrollee. Each training course will be taught by a technical expert with no fewer than \_\_\_\_\_ years of experience in operating \_\_\_\_\_ software system. SERVICE PROVIDER shall provide the \_\_\_\_\_ training without any additional charges.
- 16. Transfer Support Activities**
- 16.1 6 (six) months prior to expiry or within 10 (ten) Working Days of issue of notice of termination, Service Provider shall assist the Bank or Replacement SERVICE PROVIDER to develop a viable exit transition plan which shall contain details

of the tasks and responsibilities required to enable the transition from the Services provided under this Agreement to the Replacement SERVICE PROVIDER or the Bank, as the case may be.

- 16.2 The exit transition plan shall be in a format to be agreed with the Bank and shall include, but not be limited to:
- (1) a timetable of events;
  - (2) resources;
  - (3) assumptions;
  - (4) activities;
  - (5) responsibilities; and
  - (6) risks.
- 16.3 Service Provider shall supply to the Bank or a Replacement SERVICE PROVIDER specific materials including but not limited to:
- (a) Change Request log;
  - (b) entire back-up history; and
  - (c) dump of database contents including the Asset Register, problem management system and operating procedures. For the avoidance of doubt this shall not include proprietary software tools of Service Provider which are used for project management purposes generally within Service Provider's business.
- 16.4 Service Provider shall supply to the Bank or a Replacement SERVICE PROVIDER proposals for the retention of Key Personnel for the duration of the transition period.
- 16.5 On the date of expiry Service Provider shall provide to the Bank refreshed versions of the materials required under paragraph 16.3 above which shall reflect the position as at the date of expiry.
- 16.6 Service Provider shall provide to the Bank or to any Replacement SERVICE PROVIDER within 14 (fourteen) Working Days of expiry or termination a full and complete copy of the Incident log book and all associated documentation recorded by Service Provider till the date of expiry or termination.
- 16.7 Service Provider shall provide for the approval of the Bank a draft plan to transfer or complete work-in-progress at the date of expiry or termination.

**17. Use of Bank Premises**

17.1 Prior to expiry or on notice of termination of this Agreement, Service Provider shall provide for the approval of the Bank a draft plan specifying the necessary steps to be taken by both Service Provider and the Bank to ensure that the Bank's Premises are vacated by Service Provider.

17.2 Unless otherwise agreed, Service Provider shall be responsible for all costs associated with Service Provider's vacation of the Bank's Premises, removal of equipment and furnishings, redeployment of SERVICE PROVIDER Personnel, termination of arrangements with Subcontractors and service contractors and restoration of the Bank Premises to their original condition (subject to a reasonable allowance for wear and tear).

\_\_\_\_\_ **XXXXXX** \_\_\_\_\_  
—

**NON-DISCLOSURE AGREEMENT**

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

State Bank of India constituted under the State Bank of India Act, 1955 having its Corporate Centre and Central Office at State Bank Bhavan, Madame Cama Road, Nariman Point, Mumbai-21 and its Global IT Centre at Sector-11, CBD Belapur, Navi Mumbai- 400614 through its \_\_\_\_\_ Department (hereinafter referred to as “Bank” which expression includes its successors and assigns) of the ONE PART;

And

\_\_\_\_\_ a private/public limited company/LLP/Firm incorporated under the provisions of the Companies Act, 1956/ Limited Liability Partnership Act 2008/ Indian Partnership Act 1932, having its registered office at \_\_\_\_\_ (hereinafter referred to as “\_\_\_\_\_” which expression shall unless repugnant to the subject or context thereof, shall mean and include its successors and permitted assigns) of the OTHER PART;

And Whereas

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

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

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

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

**2. Restrictions**

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

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

3. **Rights and Remedies**

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

- (d) Disclosing Party may visit Receiving Party's premises, with reasonable prior notice and during normal business hours, to review Receiving Party's compliance with the term of this Agreement.

4. **Miscellaneous**

- (a) All Confidential Information and Confidential Materials are and shall remain the sole and of Disclosing Party. By disclosing information to Receiving Party, Disclosing Party does not grant any expressed or implied right to Receiving Party to disclose information under the Disclosing Party's patents, copyrights, trademarks, or trade secret information.
- (b) Confidential Information made available is provided "As Is," and disclosing party disclaims all representations, conditions and warranties, express or implied, including, without limitation, representations, conditions or warranties of accuracy, completeness, performance, fitness for a particular purpose, satisfactory quality and merchantability provided same shall not be construed to include fraud or willful default of disclosing party.
- (c) Neither party grants to the other party any license, by implication or otherwise, to use the Confidential Information, other than for the limited purpose of evaluating or advancing a business relationship between the parties, or any license rights whatsoever in any patent, copyright or other intellectual property rights pertaining to the Confidential Information.
- (d) The terms of Confidentiality under this Agreement shall not be construed to limit either party's right to independently develop or acquire product without use of the other party's Confidential Information. Further, either party shall be free to use for any purpose the residuals resulting from access to or work with such Confidential Information, provided that such party shall maintain the confidentiality of the Confidential Information as provided herein. The term "residuals" means information in non-tangible form, which may be retained by person who has had access to the Confidential Information, including ideas, concepts, know-how or techniques contained therein. Neither party shall have any obligation to limit or restrict the assignment of such persons or to pay royalties for any work resulting from the use of residuals. However, the foregoing shall not be deemed to grant to either party a license under the other party's copyrights or patents.
- (e) This Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof. It shall not be modified except by a written agreement dated subsequently to the date of this Agreement and signed by both parties. None of the provisions of this Agreement shall be deemed to have been waived by any act or acquiescence on the part of Disclosing Party, its agents, or employees, except by an instrument in writing signed by an authorized officer of Disclosing Party. No

waiver of any provision of this Agreement shall constitute a waiver of any other provision(s) or of the same provision on another occasion.

- (f) In case of any dispute, both the parties agree for neutral third party arbitration. Such arbitrator will be jointly selected by the two parties and he/she may be an auditor, lawyer, consultant or any other person of trust. The said proceedings shall be conducted in English language at Mumbai and in accordance with the provisions of Indian Arbitration and Conciliation Act 1996 or any Amendments or Re-enactments thereto. Nothing in this clause prevents a party from having recourse to a court of competent jurisdiction for the sole purpose of seeking a preliminary injunction or any other provisional judicial relief it considers necessary to avoid irreparable damage. This Agreement shall be governed by and construed in accordance with the laws of Republic of India. Each Party hereby irrevocably submits to the exclusive jurisdiction of the courts of Mumbai.
- (g) Subject to the limitations set forth in this Agreement, this Agreement will inure to the benefit of and be binding upon the parties, their successors and assigns.
- (h) If any provision of this Agreement shall be held by a court of competent jurisdiction to be illegal, invalid or unenforceable, the remaining provisions shall remain in full force and effect.
- (i) The Agreement shall be effective from \_\_\_\_\_ ("Effective Date") and shall be valid for a period of \_\_\_\_\_ year(s) thereafter (the "Agreement Term"). The foregoing obligations as to confidentiality shall survive the term of this Agreement and for a period of five (5) years thereafter provided confidentiality obligations with respect to individually identifiable information, customer's data of Parties or software in human-readable form (e.g., source code) shall survive in perpetuity.

5. **Suggestions and Feedback**

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

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





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

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

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

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



**Appendix-M**

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

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

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

| <b>Particulars</b>                                                                                             | <b>Details</b> |
|----------------------------------------------------------------------------------------------------------------|----------------|
| <b>Client Information</b>                                                                                      |                |
| Name of the Bank                                                                                               |                |
| Address                                                                                                        |                |
| Name of the contact person and designation                                                                     |                |
| Phone number of the contact person                                                                             |                |
| E-mail address of the contact person                                                                           |                |
| <b>Project Details</b>                                                                                         |                |
| Name of the Project                                                                                            |                |
| Start Date                                                                                                     |                |
| End Date                                                                                                       |                |
| Current Status (In Progress / Completed)                                                                       |                |
| <b>Size of Project</b>                                                                                         |                |
| Value of Work Order (In Lakh) (only single work order)                                                         |                |
| <b>Scope and Nature of Project</b>                                                                             |                |
| End to end cash management or specific modules (Payments, Collections, Mandates)                               |                |
| Whether micro-services based architecture implemented or under implementation?                                 |                |
| Project details – Operating system, Application software, Middleware, Security features, Maintenance & support |                |

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

**Appendix-O**

**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 \_\_\_\_\_ Department / Office at Global IT Center at CBD Belapur, \_\_\_\_\_ 400614, (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/ Authorized signatory (hereinafter called the "BIDDER/Seller which expression shall mean and include, unless the context otherwise requires, its / his successors and permitted assigns of the Second Part.

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

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

NOW, THEREFORE,

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

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

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

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

**1. Commitments of the BUYER**

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

**2. Commitments of BIDDERS**

- 2.1 The BIDDER commits itself to take all measures necessary to prevent corrupt practices, unfair means and illegal activities during any stage of its Bid or during any pre-contract or post-contract stage in order to secure the contract or in furtherance to secure it and in particular commit itself to the following:
- 2.2 The BIDDER will not offer, directly or through intermediaries, any bribe, gift, consideration, reward, favour, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any official of the BUYER, connected directly or indirectly with the bidding process, or to any person, organisation or third party related to the contract in exchange for any

- advantage in the bidding, evaluation, contracting and implementation of the contract.
- 2.3 The BIDDER further undertakes that it has not given, offered or promised to give, directly or indirectly any bribe, gift, consideration, reward, favour, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any official of the BUYER or otherwise in procuring the Contract or forbearing to do or having done any act in relation to the obtaining or execution of the contract or any other contract with State Bank of India for showing or forbearing to show favour or disfavour to any person in relation to the contract or any other contract with State Bank of India.
  - 2.4 Wherever applicable, the BIDDER shall disclose the name and address of agents and representatives permitted by the Bid documents and Indian BIDDERS shall disclose their foreign principals or associates, if any.
  - 2.5 The BIDDER confirms and declares that they have not made any payments to any agents/brokers or any other intermediary, in connection with this Bid/contract.
  - 2.6 The BIDDER further confirms and declares to the BUYER that the BIDDER is the original vendors or service providers in respect of product / service covered in the Bid documents and the BIDDER has not engaged any individual or firm or company whether Indian or foreign to intercede, facilitate or in any way to recommend to the BUYER or any of its functionaries, whether officially or unofficially to the award of the contract to the BIDDER, nor has any amount been paid, promised or intended to be paid to any such individual, firm or company in respect of any such intercession, facilitation or recommendation.
  - 2.7 The BIDDER, at the earliest available opportunity, i.e. either while presenting the Bid or during pre-contract negotiations and in any case before opening the financial Bid and before signing the contract, shall disclose any payments he has made, is committed to or intends to make to officials of the BUYER or their family members, agents, brokers or any other intermediaries in connection with the contract and the details of services agreed upon for such payments.
  - 2.8 The BIDDER will not collude with other parties interested in the contract to impair the transparency, fairness and progress of the bidding process, Bid evaluation, contracting and implementation of the contract.
  - 2.9 The BIDDER will not accept any advantage in exchange for any corrupt practice, unfair means and illegal activities.
  - 2.10 The BIDDER shall not use improperly, for purposes of competition or personal gain, or pass. on 'to' others, any -information provided by the BUYER as part of the business relationship, regarding plans, technical proposals and business details, including information contained in any electronic data carrier. The BIDDER also undertakes to exercise due and adequate care lest any such information is divulged.
  - 2.11 The BIDDER commits to refrain from giving any complaint directly or through any other manner without supporting it with full and verifiable facts.

- 2.12 The BIDDER shall not instigate or cause to instigate any third person to commit any of the actions mentioned above.
- 2.13 If the BIDDER or any employee of the BIDDER or any person acting on behalf of the BIDDER, either directly or indirectly, is a relative of any of the officers of the BUYER, or alternatively, if any relative of an officer of the BUYER has financial Interest/stake in the BIDDER's firm, the same shall be disclosed by the BIDDER at the time of filing of tender. The term 'relative' for this purpose would be as defined in Section 6 of the Companies Act 1956.
- 2.14 The BIDDER shall not lend to or borrow any money from or enter into any monetary dealings or transactions, directly or indirectly, with any employee of the BUYER.

### **3. Previous Transgression**

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

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

- 4.1 While submitting commercial Bid, the BIDDER shall deposit an amount (specified in 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 any Bank including SBI . However payment of any such amount by way of Bank Guarantee, if so permitted as per Bid documents / RFP should be from any Scheduled Commercial Bank other than SBI and promising payment of the guaranteed sum to the BUYER on demand within three working days without any demur whatsoever and without seeking any reasons whatsoever. The demand for payment by the BUYER shall be treated as conclusive proof for making such payment to the BUYER.
- 4.2 Unless otherwise stipulated in the Bid document / 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 5.1(i) to (x) of this Pact also on the Commission by the BIDDER or any one employed by it or acting on its behalf (whether with or without the knowledge of the BIDDER), of an offence as defined in Chapter IX of the Indian Penal code, 1860 or Prevention of Corruption Act, 1988 or any other statute enacted for prevention of corruption.

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

#### 6. Fall Clause

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

#### 7. Independent Monitors

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

|                                                |                                      |
|------------------------------------------------|--------------------------------------|
| Ms. Minnie Mathew<br>Minniemathew635@gmail.com | Shri Otem Dai<br>Otemdai@hotmail.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 7 years or the complete execution of the contract to the satisfaction of both

the BUYER and the BIDDER/Seller, including warranty period, whichever is later. In case BIDDER is unsuccessful, this Integrity Pact shall expire after six months from the date of the signing of the contract, with the successful Bidder by the BUYER.

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

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

For BUYER

Name of the Officer.

Designation

Office / Department / Branch

State Bank of India.

For BIDDER

Chief Executive Officer/

Authorised Signatory

Designation

Witness

1

2

Witness

1.

2.

**Note: This agreement will require stamp duty as applicable in the State where it is executed or stamp duty payable as per Maharashtra Stamp Act, whichever is higher.**

**Appendix-P****FORMAT FOR EMD BANK GUARANTEE**To:  
-----  
  
-----**EMD BANK GUARANTEE FOR****NAME OF SOFTWARE SOLUTION/ SERVICES TO STATE BANK OF INDIA TO MEET SUCH REQUIREMENTS AND PROVIDE SUCH SOFTWARE SOLUTION/ SERVICES AS ARE SET OUT IN THE RFP NO. SBI/GITC/CMP & SCFU/2023-24/961 DATED 03/08/2023**

WHEREAS State Bank of India (SBI), having its Corporate Office at Nariman Point, Mumbai, and Regional offices at other State capital cities in India has invited Request for Proposal to develop, implement and support \_\_\_\_\_(name of Software Solution/ Service) as are set out in the Request for Proposal SBI/GITC/CMP & SCFU/961 dated 03/08/2023.

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 WITNESS THAT**

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

5. We also agree to undertake to and confirm that the sum not exceeding Rs. \_\_\_\_\_/-(Rupees \_\_\_\_\_ Only) as aforesaid shall be paid by us without any demur or protest, merely on demand from the SBI on receipt of a notice in writing stating the amount is due to them and we shall not ask for any further proof or evidence and the

notice from the SBI shall be conclusive and binding on us and shall not be questioned by us in any respect or manner whatsoever. We undertake to pay the amount claimed by the SBI, without protest or demur or without reference to Bidder and notwithstanding any contestation or existence of any dispute whatsoever between Bidder and SBI, pay SBI forthwith from the date of receipt of the notice as aforesaid. We confirm that our obligation to the SBI under this guarantee shall be independent of the agreement or agreements or other understandings between the SBI and the Bidder. This guarantee shall not be revoked by us without prior consent in writing of the SBI.

6. We hereby further agree that –

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

Notwithstanding anything contained hereinabove:



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

Yours faithfully,

For and on behalf of

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

**(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)**

**Appendix-Q****EVALUATION CRITERIA**

Those bidders who have qualified as per eligibility criteria, will be further evaluated. The evaluation and selection of successful bidder will be a 3-stage process as follows:

- (a) Technical Bids in RFP would be evaluated on the mandatory points in eligibility criteria and relevant scoring on as per the Technical Scoring Model given below

**Technical Evaluation score summary**

| Sr. No. | Parameter                                        | Marks      | Weightage   |
|---------|--------------------------------------------------|------------|-------------|
| 1       | Functional and technical requirements compliance | 80         | 40%         |
| 2       | Credentials (experience)                         | 40         | 20%         |
| 3       | Technical presentation & submissions             | 40         | 20%         |
| 4       | Reference checks                                 | 40         | 20%         |
|         | <b>Total</b>                                     | <b>200</b> | <b>100%</b> |

**Detailed Technical Scoring Model**

| Sr. No. | Parameter                                                                                                                                                                       | Performance level      | Score | Documentation/ Evaluation method                                    |
|---------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------|-------|---------------------------------------------------------------------|
| 1       | Functional and technical requirements as per Appendix C. (Total score obtained out of 2400 will be equated against the maximum score of 80)                                     | Maximum score possible | 80    | As per Appendix-C submission by bidder.                             |
| 2a      | Number of banks in India where Payments module of cash management solution is implemented in last 5 years in India (Payments include paper based payments, electronic payments) | > 5                    | 15    | Client references to be provided for both site visit and discussion |
|         |                                                                                                                                                                                 | 3 - 5                  | 10    |                                                                     |
|         |                                                                                                                                                                                 | 1 - 2                  | 5     |                                                                     |

|    |                                                                                                                                                                                                                                                                                                                         |           |    |                                                                     |
|----|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------|----|---------------------------------------------------------------------|
| 2b | Number of banks where Collections module of cash management solution is implemented in last 5 years in India (Collections include paper based collections, electronic collections, virtual accounts, mandates)                                                                                                          | > 5       | 15 | Client references to be provided for both site visit and discussion |
|    |                                                                                                                                                                                                                                                                                                                         | 3 – 5     | 10 |                                                                     |
|    |                                                                                                                                                                                                                                                                                                                         | 1 – 2     | 5  |                                                                     |
| 2c | Number of banks in India where cash management solution for atleast 2 modules (Payments, Collections, Mandates) is under implementation/implemented                                                                                                                                                                     | > 5       | 5  | Client references to be provided for both site visit and discussion |
|    |                                                                                                                                                                                                                                                                                                                         | 3 – 5     | 3  |                                                                     |
|    |                                                                                                                                                                                                                                                                                                                         | 1 – 2     | 2  |                                                                     |
| 2d | Experience of onboarding Government (Central & State Govt departments) as clients of banks in India                                                                                                                                                                                                                     | Yes       | 5  | Client references to be provided for both site visit and discussion |
|    |                                                                                                                                                                                                                                                                                                                         | No        | 0  |                                                                     |
| 3  | Scoring on technical presentation<br>- Quality and completeness of Proposed solution<br>- IT architecture (scalability & flexibility)<br>- Approach & methodology<br>- Project governance & team/ resource plan<br>- Credentials (in India and globally)<br>- Volumes handled<br>- Implementation timelines (PERTchart) | Excellent | 40 | Presentation to technical committee                                 |
|    |                                                                                                                                                                                                                                                                                                                         | Very Good | 30 |                                                                     |
|    |                                                                                                                                                                                                                                                                                                                         | Good      | 20 |                                                                     |
|    |                                                                                                                                                                                                                                                                                                                         | Fair      | 10 |                                                                     |



|   |                                                                                                                                                                                                                                                                                                                                                                                                                                                  |                               |            |                                                                                                                                                                                              |
|---|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------|------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| 4 | Reference checks feedback (3 reference checks will be considered for evaluation)<br>- Application performance<br>- Micro services<br>- Modules implemented<br>- Volumes handled<br>- Integrations with internal systems- core banking, payment hub<br>- Integrations with external systems (e.g. client ERPs, Fintechs)<br>- Time of implementation<br>- Service/ support<br>- Uptime & system response<br>- Innovations brought in periodically | Excellent                     | 40         | Evaluation by committee using factors including but not limited to:<br>1. Bidder's Responses<br>2. Demo/ workshops conducted with bidders<br>Site visits/ Discussions with client references |
|   |                                                                                                                                                                                                                                                                                                                                                                                                                                                  | Very Good                     | 30         |                                                                                                                                                                                              |
|   |                                                                                                                                                                                                                                                                                                                                                                                                                                                  | Good                          | 20         |                                                                                                                                                                                              |
|   |                                                                                                                                                                                                                                                                                                                                                                                                                                                  | Fair                          | 10         |                                                                                                                                                                                              |
|   |                                                                                                                                                                                                                                                                                                                                                                                                                                                  | <b>Maximum score possible</b> | <b>200</b> |                                                                                                                                                                                              |

The cut-off would be 70% of maximum score possible. The bids/bidders failing to achieve the overall cut off score shall not be evaluated further.

Cutoff = score earned by the bidder/ maximum score possible\*100

Weighted Final Technical Score (Wg FTS) will be calculated for techno-commercial evaluation Example: If a vendor scores 155 on the Overall Score and maximum score is 180, then the Wg FTS will be calculated as  $155/180 * 100 = 86.11\%$

Details of technical scoring sheet are attached below. Additionally:

- All bidders to make a presentation to SBI representatives on their response to RFP. A soft copy of presentation to be made available to Bank prior to presentation meeting. The date(s) for such presentations will be declared after opening the technical bid.
- 3 Client site details along with references name and contact details to be submitted by bidder. Bank's officials may visit reference sites provided by the Vendor if deemed necessary.

- In case there is only one vendor having overall score of 70% or more, the Bank may, at its sole discretion, also consider the next highest functional & technical score and qualify such vendor. In case, none of the participating vendors qualify on functional & technical criteria and reach or exceed the cut-off score of 70%, then the Bank, at its sole discretion, may qualify two vendors on the basis of the top 2 scores.
- However, the Bank at its discretion may reject the proposal of the Vendor or will not consider vendor below cut off marks by relaxing as mentioned above, if in the Bank's opinion the Vendor could not present or demonstrate the proposed solution as described in the proposal or in case the responses received from the customer contacts / site visited are negative or the proposed solution does not meet the Bank's functional and technical requirement.
- On the basis of functional & technical evaluation, the Bank shall take a decision for short listing of the bidders for Commercial Evaluation. If the functional & technical evaluation is not found to be satisfactory, further evaluation will not be done. No separate information will be sent to the disqualified bidders. Any decision of the Bank in this regard shall be final, conclusive and binding on the bidder.

### **Stage 2: Commercial Evaluation**

- Specific details on information of Financial Bid are provided in Appendix- 'F'. The Financial Bid must include all the price components mentioned. Prices are to be quoted in Indian Rupees only.
- The commercial bid would be evaluated based on a "Total Cost of Ownership" ('TCO') basis. The key considerations of the TCO would be the total payouts for entire project through the contract period of 7 years, discounted at 5% to arrive at the present value of the future cash outflows. The evaluation will be done as follows:
  - The discounted rate will be calculated on yearly basis based on the formula  $A/(1+i/100)^n$  where A= Total Value in each Year; i=5% and n =Year. The Payment during implementation period will have value of n as zero (n=0)
  - Commercial Evaluation Marks calculation: -  
 $Wg\ Price = \text{Lowest price} / \text{Price quoted by the bidder}$

### **Stage 3. Techno-Commercial evaluation:**

Based on the prices quoted in the Financial Bid and scores earned in Technical evaluation, the techno-commercial evaluation will be worked out to arrive at the

Final scores for the Bidders. The functional & technical bid evaluation will have 70% weightage while Commercial bid evaluation will have 30% weightage.

For arriving at the Wg FTS, the scores earned by each short-listed bidders would be divided by the Highest Score of the competitors. Similarly, the price quoted by each short-listed Bidder would be weighed against the lowest price quoted by other competitors. This would be the Wg. Price. The following formula would be applied for selection of the Bidder:

$$\text{Wg FTS} = \text{Score of the bidder} / \text{Highest score} * 100$$

$$\text{Wg Price} = \text{Lowest Price} / \text{Price quoted by the bidder} * 100$$

$$\text{Wg. Final Score (WFS)} = (70x \text{ Wg, FTS}) + (30x \text{ Wg. Price})$$

The Bidder securing Highest Weighted Final Score (WFS) shall be awarded the contract.

#### Illustration:

| Sr No. | Bidder | Technical evaluation | Commercial bid | Weighted Technical score (Wg FTS) | Weighted Commercial price (Wg Price) | Weighted Final score (WFS)            |
|--------|--------|----------------------|----------------|-----------------------------------|--------------------------------------|---------------------------------------|
| 1      | A      | 180                  | 60             | $(180/180)*100=100\%$             | $(50/60)*100=83.33\%$                | $(100*70\%) + (83.33*30\%)=94.99\%$   |
| 2      | B      | 170                  | 70             | $(170/180)*100=94.44\%$           | $(50/70)*100=71.43\%$                | $(94.44*70\%) + (71.43*30\%)=87.54\%$ |
| 3      | C      | 160                  | 50             | $(160/180)*100=88.89\%$           | $(50/50)*100=100\%$                  | $(88.89*70\%) + (100*30\%)=92.22\%$   |

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

**PROJECT IMPLEMENTATION PLAN**

To,

-----

Sir/ Madam,

Subject- Implementation Plan for Project of Cash Management Application

We \_\_\_\_\_ (Company Name) participating in the RFP for supply, configuration, customization, implementation, integration and maintenance of the Cash Management Application, presenting our project implementation Plan as follows: -

Total Period of implementation:- XX (Months)

Details: - (Bidder must give the timelines as per their projection Module wise or Functionality wise, Customization items and likewise in broad way as per their past experience of execution and their present capabilities.)

Sign

Name of the signatory

Designation

Company Seal.

**Appendix-S****BILL OF MATERIAL****Bill of material for Software licenses**

| Location<br>(PR/<br>DR/<br>NDR) | Technology/<br>Product<br>or<br>solution | To be<br>deploy<br>ed on<br>web/<br>app/<br>DB/<br>any<br>other,<br>please<br>specify | Module | Pur-<br>pose | OEM | Count<br>upto<br>2030<br>(licen<br>ses<br>and<br>cores) | Unit<br>cost | Total<br>cost | Type<br>(perpe<br>tual/<br>subscri<br>ption)<br>and<br>Ration<br>ale for<br>the<br>count | Infra requirements<br>of Meghdoot with<br>rationale for the<br>numbers of cores,<br>memory and storage |                    |                      |
|---------------------------------|------------------------------------------|---------------------------------------------------------------------------------------|--------|--------------|-----|---------------------------------------------------------|--------------|---------------|------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------|--------------------|----------------------|
|                                 |                                          |                                                                                       |        |              |     |                                                         |              |               |                                                                                          | CPU<br>cores                                                                                           | Mem<br>ory<br>(GB) | Stor-<br>age<br>(GB) |
|                                 |                                          |                                                                                       |        |              |     |                                                         |              |               |                                                                                          |                                                                                                        |                    |                      |
|                                 |                                          |                                                                                       |        |              |     |                                                         |              |               |                                                                                          |                                                                                                        |                    |                      |
|                                 |                                          |                                                                                       |        |              |     |                                                         |              |               |                                                                                          |                                                                                                        |                    |                      |
|                                 |                                          |                                                                                       |        |              |     |                                                         |              |               |                                                                                          |                                                                                                        |                    |                      |
|                                 |                                          |                                                                                       |        |              |     |                                                         |              |               |                                                                                          |                                                                                                        |                    |                      |

**Note:**

1. The bidder should ensure that software and the quantity of licenses / subscription provided for each software component should be sufficient to meet all the requirements as per scope of RFP. Any additional software / license / subscription requirement should be provided by the bidder without any additional cost to the Bank.
2. For any software /license / subscription not deployed in the project, Bank will not be liable for any payment.
3. The payment for software components and licenses which are actually deployed will be only considered as part of payment while deriving the actual cost towards software/licenses payments as part of the serial number 1 (cost of software/ licenses) of "Appendix F –Price Bid".
4. End of life and end of support for each HW, SW, service etc. provisioned for this project by the Bidder and OEMs must be after calendar year 2030.

5. Bank may procure additional licenses at the unit price mentioned during the contract period and the same shall be binding on the bidders.

\$ criteria for license quantity like one license per x number of users, per campaign, etc.

As of now Bank's DC is In Navi Mumbai (Rabale), Hyderabad (Gachibowli). Both the data centers have Bank's on premise x86 based cloud setup called "Meghdoot". It is a VMware based cloud which consist vCenter, storage and cloud capabilities required for the Cash management solution. The other components include VMware, vSphere enterprise plus, VMware vRealize suite enterprise, VMware NSX-T enterprise plus vRNI enterprise ad-on, VMware SDDC manager, VMware vCenter server standard, VMware AVI load balancer, VMware site recovery manager 8 enterprise, VMware Tanzu advance subscription, VMware Success360 services. As such bidder need not provision the cloud related components for on premise deployment of any of the cash management related components.

**Non- production environments** – DEV, SIT, UAT, Performance testing, Demo and Pre-Prod environments.

**Production environments-** PR and DR production setup, in active-active level.

**Bill of Material for Resources**

| Services | Supplier (SI/OEM) | Domain<br>Eg. Java, Container, System administration, DBA etc) | Skill set | Type of resource            | Count (A) | Minimum experience | Year 1 Unit price per month (B) | *Total cost (A*B*12*7) |
|----------|-------------------|----------------------------------------------------------------|-----------|-----------------------------|-----------|--------------------|---------------------------------|------------------------|
|          |                   |                                                                |           | L2 Application Support Lead |           | 5                  |                                 |                        |
|          |                   |                                                                |           | L2 Support Member           |           | 2                  |                                 |                        |
|          |                   |                                                                |           | Infra Lead                  |           | 5                  |                                 |                        |
|          |                   |                                                                |           | DB Admin                    |           | 2                  |                                 |                        |
|          |                   |                                                                |           | OS Admin                    |           | 2                  |                                 |                        |
|          |                   |                                                                |           | Security Specialist         |           | 2                  |                                 |                        |
|          |                   |                                                                |           | Middleware Admin            |           | 2                  |                                 |                        |
|          |                   |                                                                |           | Network Admin               |           | 2                  |                                 |                        |

\*This provision will be considered only for each such personnel resource who works onsite on YOY basis

Every new resource onboarded for the project at SBI for onsite activities will be placed in initial cost per resource per year band

**Note:**

1. The payment terms are directly linked with the number of resources as committed by the bidder in the above table. If the bidder could not on-board the committed resources proportionate amount will be deducted from the milestone payment.
2. The bidder is required to on-board role wise additional skills and resources, if necessary, to meet the scope of RFP, timelines and milestones during the entire duration of the cash management project without any additional cost to the Bank.
3. <<Any other role>> Please mention specific roles along with details. Please add the roles as per the requirement.

**Appendix-T****RESOURCES SKILLSETS****L2 - Application Support lead**

Should do the assignment of all the issues/incident reported across the applications.

Should be tracking all the issues and ensuring that the responses/resolutions are provided in timely manner within the SLA agreed. Review the solutions, responses provided by the support team for the issues reported. Ensure close coordination with the L3 production support team to ensure the problem/incident is reported in a correct manner. Help in testing the fixes from the L3 production support team.

Responsible for keeping the team updated of the new products, releases, etc.

**Infra Admin**

Handles all the hardware and infrastructure components in his respective area (OS, DB, APP, Web, Middleware, Monitoring. Network devices, Security Appliances, Storage and any other) and Manage for production and disaster recovery sites (DR and NDR)

Coordinates with different teams and OEM's to ensure the hardware/Infrastructure components are maintained up to date with periodic Maintenance/Firmware Upgrade/Patching activities being planned and done timely.

**DB admin**

Responsible for ensuring the uptime for all the production and DR databases. Monitor the database for disk utilization, table space, data replication, syncretic. Ensure that the no of active sessions, CPU utilization, memory utilization is within the prescribed values.

Responsible for backups, user creation, data archival and purging periodically.

Ensure the bug fixes and patch management on periodic basis. Should be coordinating with the oracle SME team for the performance monitoring and improvements.

**Middleware admin**

Responsible for the deployment of applications (WAR's, EAR's etc.).

Should be responsible for web server integration (plugins), stop start of routines, datamatic jobs, etc.

Responsible for configuration of JDBC providers, data sources, virtual hosts, nodes, clusters, etc.

**OS admin**

Should Monitor the operating system utilization and the trends, Monitor the servers for the errors from hard disk, RAM, CPU, etc. owner of the VMWARE administration and monitoring resource utilization. Performing log movement as per bank policy and managing log movement inventory. Performing the User administration on all servers.

Ensuring all the changes in production are in sync with the disaster recovery site.

**Network admin**

Monitoring link utilization of all connected links of application. Responsible for Raising Firewall requests as per requirements and coordinating with different departments to get



FAR implemented. Responsible for Managing public and private IP allocation in DC and DR as per topology.

Physical Hardware verification for health checkup. Asset Tagging/Labeling for identification and Asset Inventory Management, Physical hardware network ports to network devices cabling (along with cable ferruling/labelling) and related inventory management. Complete Network ports (both LAN/SAN. either Copper/Fiber) inventory management along with VLAN and other mapping details. Maintenance of Load Balancer and manage traffic if deployed in architecture.

**Monitoring admin**

Should be responsible for monitoring of identified tool (Dynatrace agent/any other).

Ensuring the health check of all the JVM's/ Web Instances/Servers/I Hosts Sending daily reports on the session, incidents,

Responsible for Configuring the Collectors, Web agents, Host agents. Should be Monitoring Response Time, Web request., Generate and analyze thread Dump. Providing daily and monthly reports.

**Appendix-U****ABBREVIATIONS**

|         |                                           |
|---------|-------------------------------------------|
| ACK     | Acknowledgement                           |
| ADS     | Active Directory Service                  |
| AI/ ML  | Artificial Intelligence/ Machine Learning |
| AMC     | Annual maintenance cost                   |
| APBS    | Aadhar Payments Bridge System             |
| API     | Application Programming Interface         |
| ATS     | Annual Technical support                  |
| BCP     | Business Continuity Plan                  |
| BGL     | Branch General Ledger                     |
| CBS     | Core Banking System                       |
| CC/ OD  | Cash credit/ Overdraft                    |
| CCPAP   | Corporate cheques payable at par          |
| CDA     | Controller of Defence Accounts            |
| CERT-IN | Computer Emergency Response Team          |
| CGDA    | Controller General of Defence Accounts    |
| CINB    | Corporate Internet Banking                |
| CRIS    | Centre for Railway Information Systems    |
| CRM     | Customer Relationship Management          |
| CTS     | Cheque Truncation System                  |
| DAM     | Digital Asset Management                  |
| DB      | Database                                  |
| DC      | Data Center                               |
| DCR     | Direct credit                             |
| DD      | Demand draft                              |
| DD      | Demand drafts                             |
| DDO     | Drawing & Disbursing Officer              |
| DMS     | Daily Monthly Statement                   |
| DMZ/ MZ | Militarized/ Demilitarized zone           |
| DR      | Disaster Recovery                         |
| DW      | Dividend warrants                         |
| EDMS    | Enterprise Data Management Solutions      |
| EIS     | Enterprise Integration Services           |
| EMD     | Earnest money deposit                     |
| ERP     | Enterprise Resource Planning              |
| FAR     | Firewall Access Request                   |
| FOS     | Feet on street                            |
| FSLO    | Fund Settlement Link Office               |
| GAD     | Government Accounts Department            |

|         |                                                   |
|---------|---------------------------------------------------|
| GBSS    | Government Business Solutions System              |
| H2H     | Host to Host                                      |
| HTTPS   | Hypertext transfer protocol secure                |
| IAD     | Internal Audit Department                         |
| IBA     | Indian Banking Association                        |
| IDOC    | Intermediate Document                             |
| IDRTB   | Institute for Development and Research in Banking |
| IEM     | Independent External Monitor                      |
| INB     | Internet Banking                                  |
| IP      | Internet Protocol                                 |
| IPH     | Integrated Payments Hub                           |
| ISO     | International Organization for Standardization    |
| ISSP    | Information System Security Policy                |
| IT      | Information Technology                            |
| JSP     | Java Server Pages                                 |
| KRI     | Key risk indicators                               |
| LD      | Liquidated damages                                |
| LDAP    | Lightweight Directory Access Protocol             |
| LEI     | Legal Entity Identifier                           |
| MCC     | Multi city cheques                                |
| MDM     | Master Data Management                            |
| MF      | Mutual fund                                       |
| MFA     | Multi-Factor Authentication                       |
| MICR    | Magnetic Ink Character Recognition                |
| MIS     | Management information statement                  |
| MOPS    | Multi-options payments system                     |
| MPAT    | Merchant pre-approved limits                      |
| MQ      | Message Queue                                     |
| MT      | Message Type                                      |
| NACK    | Negative Acknowledgement                          |
| NACH    | National Automated Clearing House                 |
| NIST    | National Institute of Standards and Technology    |
| NPCI    | National Payments Corporation of India            |
| NPS     | National Pension Scheme                           |
| OEM     | Original Equipment Manufacturer                   |
| OWASP   | Open Worldwide Application Security Project       |
| ONDC    | Open Network for Digital Commerce                 |
| PAO     | Pay & Account Office                              |
| PCI-DSS | Payment Card Industry Data Security Standard      |
| PFMS    | Public Financial Management System                |
| PII     | Personally Identifiable Information               |
| PO      | Purchase Order                                    |
| PSG     | Payment & Settlement Gateway                      |

|       |                                                              |
|-------|--------------------------------------------------------------|
| RBI   | Reserve Bank of India                                        |
| RCA   | Root cause analysis                                          |
| RPA   | Robotic process automation                                   |
| RSA   | Rivest, Shamir, Adleman                                      |
| SAN   | Storage Area Network                                         |
| SANS  | SysAdmin, Network and Security                               |
| SDLC  | Software Development Life Cycle                              |
| SFG   | Secure File Gateway                                          |
| SFTP  | Secure File Transfer Protocol                                |
| SHA   | Secure Hash Algorithm                                        |
| SI    | System Integrator                                            |
| SIEM  | Security Information and Event management                    |
| SLA   | Service Level Agreement                                      |
| SOAP  | Simple Object Access Protocol                                |
| SOC   | Security Operations Centre                                   |
| SOC   | Security Operations Center                                   |
| SQL   | Structured Query Language                                    |
| SSL   | Secure Sockets Layer                                         |
| SSO   | Single sign on                                               |
| STP   | Straight- Through Processing                                 |
| SWIFT | Society for Worldwide Interbank Financial Telecommunications |
| TACK  | Transaction Acknowledgement                                  |
| TCO   | Total Cost of Ownership                                      |
| TCPIP | Transmission Control Protocol/ Internet Protocol             |
| TDE   | Transparent Data Encryption                                  |
| TLS   | Transport layer security                                     |
| TO    | Treasury Office                                              |
| UIN   | Unique Identification Number                                 |
| UMRN  | Unique Mandate Reference Number                              |
| UTR   | Unique Transaction Reference                                 |
| VAN   | Virtual account numbers                                      |
| VAN   | Virtual account number                                       |
| VAPT  | Vulnerability Assessment and Penetration Testing             |
| VPN   | Virtual Private Network                                      |