



**REQUEST FOR PROPOSAL
FOR PROCUREMENT OF AN APPLICATION FOR INWARD CROSS BORDER
RUPEE REMITTANCES**

Ref: SBI/GITC/ITTSS/2024-25/1253 : Dated 26/12/2024

*State Bank of India, Global IT Centre
IT – Treasury Support Services Dept.
L&T Seawoods Grand Central, Tower 1,
Sector 40, Seawoods, Navi Mumbai – 400 706.*

1. Schedule of Events

Sl No	Particulars	Remarks
1	Contact details of issuing department (Name, Designation, Mobile No., Email and office address for sending any kind of correspondence regarding this RFP)	Deputy General Manager (IT-TSS) Email ID: dgmit.tss@sbi.co.in Address: State Bank of India, Global IT Centre, IT-TSS Dept. 2 nd Floor A-Wing, L&T Seawoods, Tower 1, Navi Mumbai 400 706. Contact persons: 1. M R Suresh, AGM Email: suresh.ramasamy@sbi.co.in Mobile No. +91 6384685606 2. Ms Kakoli Mukherjee, AGM Email: mailto:Kakoli.m@sbi.co.in Mobile No.+91 9433036155
2	Bid Document Availability including changes/amendments, if any to be issued	RFP document will be available from 26 th Dec 2024. RFP may be downloaded from Govt. e-Marketplace (GeM) and also available for information in Bank's website https://www.bank.sbi in procurement news.
3	Last date for requesting clarification	Upto 23:59 IST on 03.01.2025 All communications regarding points / queries requiring clarifications shall be given in writing or by e-mail. Any other mode of communication will not be entertained.
4	Pre - bid Meeting at – MS Teams / State Bank of India, Global IT Centre IT–Treasury Support Services Dept. L&T Seawoods Grand Central, Tower 1, Sector 40, Seawoods, Navi Mumbai – 400 706	From 14:00 IST to 16:00 IST on 07.01.2025 at venue - State Bank of India, Global IT Centre IT – Treasury Support Services Dept. L&T Seawoods Grand Central, Tower 1, Sector 40, Seawoods, Navi Mumbai – 400 706 or through online meeting

5	Clarifications to queries raised at pre-bid meeting will be provided by the Bank.	On 10.01.2025
6	Last date and time for Bid submission	Upto 23:59 IST on 18 th January.2025
7	Address for submission of Bids <i>(Please incorporate details of e-Procurement Agency portal wherein online bid has to be submitted)</i>	GeM Portal https://gem.gov.in
8	Date and Time of opening of Technical Bids	15:00 IST on 20.01.2025 Authorized representatives of Bidders may be present online during opening of the Technical Bids. However, Technical Bids would be opened even in the absence of any or all of the Bidder representatives.
9	Opening of Indicative Price Bids	Indicative price bid of technically qualified bidders only will be opened on a subsequent date.
10	Reverse Auction	Not Applicable
11	Tender Fee	Nil
12	Earnest Money Deposit	Rs.60,00,000.00 (Rs Sixty lakhs only) 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.
13	Bank Guarantee	5% of the contract price. Performance Security in form of BG should be valid for Five year(s) and three months from the effective date of the Contract.
14	Contact details of Government e-Marketplace (GeM)	https://gem.gov.in

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2. INVITATION TO BID:

- i. **State Bank of India** (herein after referred to as ‘**SBI/the Bank**’), having its Corporate Centre at Mumbai, various other offices (LHOs/ Head Offices /Zonal Offices/Global 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** and the Bank sponsored Regional Rural Banks (RRBs) for procurement of an application for inward cross border rupee remittances.

For the purpose of RRBs, the reference of “SBI/ the Bank/ SBG” made in this document shall be construed as reference to respective RRB and Agreements will have to be executed separately between successful bidder(s) and respective RRB. The successful bidder is required to complete all formalities with each RRB separately which are required to be performed for SBI including submission of separate performance Bank guarantee (PBGs) to each RRB. However, only one EMD needs to be submitted against this document.

- 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/ service desired in this RFP. The proposed Software Solution/ service 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.

DISCLAIMER:

- i. The information contained in this RFP or information provided subsequently to Bidder(s) whether verbally or in documentary form/email by or on behalf of SBI, is subject to the terms and conditions set out in this RFP.
- ii. This RFP is not an offer by State Bank of India, but an invitation to receive responses from the eligible Bidders.
- iii. The purpose of this RFP is to provide the Bidder(s) with information to assist preparation of their Bid proposals. This RFP does not claim to contain all the information each Bidder may require. Each Bidder should conduct its own investigations and analysis and should check the accuracy, reliability and completeness of the information contained in this RFP and where necessary obtain independent advices/clarifications. Bank may in its absolute discretion, but without being under any obligation to do so, update, amend or supplement the information in this RFP.
- iv. The Bank, its employees and advisors make no representation or warranty and shall have no liability to any person, including any Bidder under any law, statute, rules or regulations or tort, principles of restitution or unjust enrichment or otherwise for any loss, damages, cost or expense which may arise from or be incurred or suffered on account of anything contained in this RFP or otherwise, including the accuracy, adequacy, correctness, completeness or reliability of the RFP and any assessment, assumption, statement or information contained therein or deemed to form or arising in any way for participation in this bidding process.
- v. The Bank also accepts no liability of any nature whether resulting from negligence or otherwise, howsoever caused arising from reliance of any Bidder upon the statements contained in this RFP.

- vi. The Bidder is expected to examine all instructions, forms, terms and specifications in this RFP. Failure to furnish all information required under this RFP or to submit a Bid not substantially responsive to this RFP in all respect will be at the Bidder's risk and may result in rejection of the Bid.
- vii. The issue of this RFP does not imply that the Bank is bound to select a Bidder or to award the contract to the Selected Bidder, as the case may be, for the Project and the Bank reserves the right to reject all or any of the Bids or Bidders without assigning any reason whatsoever before issuance of purchase order and/or its acceptance thereof by the successful Bidder as defined in Award Criteria and Award of Contract in this RFP.

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 L1 (lowest in reverse auction) Bidder 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.

4. SCOPE OF WORK:

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

The Bank may, at its sole discretion, provide remote access to its information technology system to IT 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 also be considered bid submitted on behalf of multiple OEM.
 - (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 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.

For EMD in the 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 technically qualified Bidder do not participate in the auction by not logging in, in the reverse auction tool; or
 - (c) 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
 - (d) 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 “AN APPLICATION FOR INWARD CROSS BORDER RUPEE REMITTANCES”** in response to the RFP No. SBI/GITC/ITTSS/2024-25/1253 dated 26/12/2024 . 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 and Tender Fee as specified in this document.

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“*DEADLINE FOR SUBMISSION OF BIDS*” sub-clause (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“*DEADLINE FOR SUBMISSION OF BIDS*” sub-clause (ii).
 - (i) If applicable, copy of registration certificate issued by competent authority as mentioned in SI No 2 of Eligibility Criteria under Appendix-B.
- ii. **Indicative Price Bid** for providing of “**AN APPLICATION FOR INWARD CROSS BORDER RUPEE REMITTANCES**” in response to the **RFP No. Ref: SBI/GITC/ITTSS/2024-25/1253** dated 26/12/2024 should contain only indicative Price Bid strictly on the lines of **Appendix-F**. The Indicative Price must include all the price components mentioned. Prices are to be quoted in Indian Rupees only.

iii. Bidders may please note:

- (a) The Bidder should quote for the entire package on a single responsibility basis for 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 Indicative 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 a 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 the 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 IN REVERSE AUCTION (RA):

- i. Bid shall remain valid for duration of 6 calendar months from Bid submission date.
- ii. Price quoted by the Bidder in Reverse auction shall remain valid for duration of 6 calendar months from the date of conclusion of RA.
- iii. In exceptional circumstances, the Bank may solicit the Bidders' consent to an extension of the period of validity. The request and the responses thereto shall be made in writing. A Bidder is free to refuse the request. However, in such case, the 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.
- iv. 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 acBanking 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 indicative 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. Bidders should comply with all the terms and conditions mentioned in this document.
- ii. Bidders meeting the minimum eligibility criteria as mentioned under Appendix-B may be invited to give presentation on approach paper and / or further clarification to the committee for evaluation and/or use case based demonstration (demo) for better understanding. The Bidders are advised to be ready to present their demo and approach paper on a notice of four (04) working days.
- iii. The Bidders satisfying the minimum eligibility criteria will have to arrange for the Product / use case demonstration at SBI Navi Mumbai location and / or through online mode. The travel and lodging arrangements and expenses, in any in this regard shall be borne by the bidder themselves.
- iv. The bidder is also expected to make presentation and to address any additional questions by the Bank's Officials / evaluation committee etc.
- v. All the specifications as specified in the functional specification and marked as available (marked as 'A/B' in the functional and technical specifications- Appendix- C) by the bidder will need to be demonstrated.
- vi. For the specifications which are currently not available in the proposed system of the Bidder but can be customized as per the needs of SBI (marked as 'B/C/D' in the functional scope- Appendix- C), the Bidder has to explain the efforts involved and tentative timeline by which the Specifications can be customized for SBI.
- vii. Bidders may also demonstrate additional features, if any, available in the products. They may also suggest changes/modifications for early completion of the project.
- viii. Bidders are required to give a presentation before the evaluation committee members of the Bank/authorised personal, covering all the deliverables including Hardware, Software, Middleware etc., product features, support,

infrastructure, implementation and maintenance strategy, Bank's financial and project management capabilities etc.

The presentation should invariably cover the following:

Sl No	Evaluation Parameter	Criteria	% Marks	
1.	Functional Specifications	As per specifications mentioned under Appendix-C	60	
2.	The Bidder should have implemented the proposed Solution in any scheduled commercial Bank* in last 5 years in India as on date of the RFP. (Copy of POs issued by Banks)	No. of Implementations 2 and above (in India)	6	
		Out of the number of implementations, the bidder will get 1 mark for each live project, maximum 4 marks.	4	
3.	Capability Maturity Model Integration (CMMI) level of the bidder (Certificate with validity date)	Level 5	6	6
		Level 4	4	
		Level 3	2	
		Below Level 3	0	
4.	Presentation	Clarity & understanding of the RFP	4	4
		Presentation / Demo	10	20
		Technology & Methodology	10	
		Total Marks	100	

[* Scheduled Commercial Banks excludes Regional Rural Banks/Cooperative Banks/Payment Banks etc]

Note:

- i. Bank reserves the right to normalize the evaluation criteria by reducing the minimum qualifying marks.

- ii. The Bidder is required to submit necessary documentary evidence duly signed by their authorized signatory for points No 2,3.
- iii. In case Bidder is not fulfilling any 'Evaluation Category' row item/s then '0' mark will be awarded for that record / row item.
- iv. The overall minimum eligibility cut-off shall be 60%. The Bank may disqualify any bidder from the bidding process in case they do not achieve minimum cut-off score.
- v. It is the Bank's discretion to ask for any additional documents, inputs, or proof of concepts at later point of time for the purpose of evaluation of Bidder.
- vi. The Bank reserves the right to relax any of the evaluation parameter if the need arises.
- vii. Bidder who achieves scores equal to or above the cut off in the above evaluation criteria shall be considered as qualified.

Assigning Technical Score to a Bidder:

- i. The highest technical score obtained by a bidder will be awarded a score of 100 (T high).
- ii. The relative technical score of over technically qualified Bidders will be calculated as, Technical Score (Ts) = (T/ T high) *100. (T- Technical score obtained by the Bidder).
- iii. The Bank will calculate the technical scores up to two decimal points only. If the third decimal point is greater than .005 the same shall be scaled up, else, it shall be scaled down to arrive at two decimal points.

Assigning Commercial Score to a Bidder:

- i. The Bidder with lowest qualifying financial bid (L-1) will be awarded 100 % score.
- ii. Financial scores for other than L1 bidders will be evaluated using the following formula:

Financial score of the bidder (Fs) = {(Financial bid of L1/Financial bid of the Bidder) X 100} (Adjusted to two decimal places)

17. COMBINED FINAL EVALUATION:

(Weighted Techno-Commercial Evaluation)

- i. The technical and financial scores secured by each Bidder will be added using weightage of 70% and 30% respectively to compute a composite bid score.

- ii. The Bidder securing the highest composite bid score will be adjudicated as the most responsive.

Bidder for award of the Project. The overall score will be calculated as follows:

$$B_n = 0.70 * T_s + 0.30 * F_s$$

Where

B_n = overall score of bidder

T_s = Technical score of the bidder (out of maximum of 100 marks)

F_s = Financial score of the bidder

- iii. In the event composite bid scores are 'tied,' the Bidder securing the highest technical score will be adjudicated as the best value Bidder for award of the Project.
- iv. Company will notify successful Bidder in writing that its Bid has been accepted. The successful Bidder has to return the duplicate copy of the same to the Company within 7 working days, duly Accepted, Stamped and Signed by Authorized Signatory in token of acceptance.
- v. The highest technical Bidder shall not automatically qualify for becoming successful Bidder and for award of contract by the Company. The Successful applicant shall be the first ranked applicant (having the highest combined score). The final decision on the successful Bidder will be taken by the Company.
- vi. The implementation of the project will commence upon acceptance of purchase order by the successful Bidder.
- vii. If for some reason, the successful Bidder fails to execute an agreement within a specified timeline, the Company reserves the right to award the contract to the next most eligible bidder based on the final evaluation scope of technical evaluation scores and commercial prices quoted during the evaluation process.

Example of Calculation of Scores:-

Three vendors namely A, B and C participated in the bid process and their technical score are as under:

$$A=70, B=85, C= 90$$

After converting them into percentile, we get

$$T_s \text{ for A} = (70/90) * 100 = 77.77$$

$$T_s \text{ for B} = (85/90) * 100 = 94.44$$

$$T_s \text{ for C} = (90/90) * 100 = 100$$

The Final prices of the Vendors are as under:

A= ₹ 8000, B= ₹ 8500, C= ₹ 12000

The final cost quoted by the bidders converted into percentile score shall be as under:

Fs for A = $(8000/8000)*100 = 100$

Fs for B= $(8000/8500)*100 = 94.11$

Fs for C= $(8000/12000)*100 = 67$

As the weightage for technical parameter (Tw) and financial Parameter (Fw) cost are Tw = 70% and Fw = 30% respectively, the final scores shall be calculated as under:

Bn for A= $(77.77*0.7) + (100*0.3) = 84.438$

Bn for B= $(94.44*0.7) + (94.11*0.3) = 94.341$

Bn for C= $(100*0.7) + (67*0.3) = 94.00$

Hence, the offer of 'B' (being highest score) would be considered and the contract shall be awarded to 'B' at ₹ 8500 being the final price quoted by B.

18. CONTACTING THE BANK:

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

19. AWARD CRITERIA AND AWARD OF CONTRACT:

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

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

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

(b) If L1 is not from a 'Class-I local supplier', the lowest bidder among the 'Class-I local supplier' will be invited to match the L1 price subject to Class-I local supplier's quoted price falling within the margin of purchase preference, and the

contract shall be awarded to such ‘Class-I local supplier’ subject to matching the L1 price.

(c) In case such lowest eligible ‘Class-I local supplier’ fails to match the L1 price, the ‘Class-I local supplier’ with the next higher bid within the margin of purchase preference shall be invited to match the L1 price and so on and contract shall be awarded accordingly. In case none of the ‘Class-I local supplier’ within the margin of purchase preference matches the L1 price, then the contract will be awarded to the L1 bidder.

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

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

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

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

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

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

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

Verification of local content

The 'Class-I local supplier'/ 'Class-II local supplier' at the time of submission of bid shall be required to provide a certificate as per **Appendix-G** from the statutory auditor or cost auditor of the Bank (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.

- ii. Total cost of Software Solution along with cost of all items specified in **Appendix-F** would be the Total Cost of Ownership (TCO)/Total Project Cost and should be quoted by the Bidder(s) in indicative price bid.
- 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.

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. 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 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 (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.
- ii. During the warranty and AMC period (if desired), the Bidder will have to undertake comprehensive support of the Software Solution supplied by the Bidder and all new versions, releases, and updates for all standard software to be supplied to the Bank at no additional cost . During the support period, the Bidder shall maintain the Software Solution to comply with parameters defined for acceptance criteria and the Bidder shall be responsible for all costs relating to labour, spares, maintenance (preventive and corrective), compliance of security requirements and transport charges from and to the Site (s) in connection with the repair/ replacement of the Software Solution, which, under normal and proper use and maintenance thereof, proves defective in design, material or workmanship or fails to conform to the specifications, as specified.
- iii. During the support period (warranty and AMC, if desired), 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 (if opted) for the system software/ off-the shelf software will be provided to the Bank as per the general conditions of sale of such software.
- v. Support (Warranty/ AMC, if opted) 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.).
- iv. Service provider shall grants unrestricted and effective access to a) data related to the outsourced activities; b) the relevant business premises of the service provider; subject to appropriate security protocols, for the purpose of effective oversight use by the Bank, their auditors, regulators and other relevant Competent Authorities, as authorised under law.

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 5 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 below mentioned sub-clause (iii), in respect of any claims, losses, costs or damages arising out of or in connection with this RFP/Agreement shall not exceed the total Project Cost.
- ii. Under no circumstances shall either Party be liable for any indirect, consequential or incidental losses, damages or claims including loss of profit, loss of business or revenue.
- iii. The limitations set forth herein shall not apply with respect to:
 - a) claims that are the subject of indemnification pursuant to infringement of third party Intellectual Property Right;
 - b) damage(s) occasioned by the Gross Negligence or Willful Misconduct of 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 abovementioned sub-clause (iii)(b) “**Gross Negligence**” means any act or failure to act by a party which was in reckless disregard of or gross indifference to the obligation of the party under this Agreement and which causes injury, damage to life, personal safety, real property, harmful consequences to the other party, which such party knew, or would have known if it was acting as a reasonable person, would result from such act or failure to act for which such Party is legally liable. Notwithstanding the forgoing, Gross Negligence shall not include any action taken in good faith.

“**Willful Misconduct**” means any act or failure to act with an intentional disregard of any provision of this Agreement, which a party knew or should have known if it was acting as a reasonable person, which would result in injury, damage to life,

personal safety, real property, harmful consequences to the other party, but shall not include any error of judgment or mistake made in good faith.

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.
- vi. Service Provider shall report the incidents, including cyber incidents and those resulting in disruption of service and data loss/ leakage immediately but not later than one hour of detection.
- vii. The Service Provider shall execute Data Processing Agreement on the format attached as Appendix-Q to this RFP.
- viii. Service Provider shall abide by the provisions of the DPDP Act, 2023 - 11th August, 2023; CG-DL-E-12082023-248045 as and when the relevant rules and guidelines come into force.

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, process documents, technical manuals, functional specification, software requirement specification, on-line tutorials/ CBTs, system configuration documents, system/database administrative documents, debugging/diagnostics documents, test procedures etc.
- ii. 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 below mentioned sub-clause (iv) and (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. ***If the department requires only licenses for software*** : Service Provider shall grant the Bank a fully paid-up, irrevocable, non-exclusive, unlimited, perpetual license ~~<strike off whichever is not applicable>~~ 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.

Or

If the department requires ownership over software : Service Provider shall grant the Bank a fully paid-up, irrevocable, exclusive, unlimited, perpetual license ~~<strike off whichever is not applicable>~~ 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 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. 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.

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

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

(c) Banning from Ministry/Country-wide procurements

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

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

- ii. In the event the Bank terminates the Contract in whole or in part for the breaches attributable to Service Provider, the Bank may procure, upon such terms and in such manner as it deems appropriate, 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 GST. All other present and future tax /duties, if any applicable and also cost of incidental services such as transportation, road permits, insurance etc. should be included in the price quoted. The quoted prices and taxes/duties and statutory levies such as GST etc. should be specified in the separate sheet (**Appendix-F**).
- iii. 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. Parties shall fulfil all their respective compliance requirements under the GST law. This shall include (but not be limited to):

Bank shall pay GST amount after verifying the details of invoice on GSTR 2B on GSTN portal.

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

- iii. Bank will deduct TDS at applicable rate while making payment under GST Act 2017 and Income Tax Act 1961.

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. EXEMPTION OF EMD AND TENDER FEE:

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

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

Bidders may please note:

- i. NSIC certificate/ Udyog Aadhar Memorandum/Udyam Registration Certificate should cover the items tendered to get EMD/tender fee exemptions. Certificate/Memorandum should be valid as on due date / extended due date for Bid submission.
- ii. “Start-up” Bank should enclose the valid Certificate of Recognition issued by Department for Promotion of Industry and Internal Trade (DPIIT), (erstwhile Department of Industrial Policy and Promotion), Ministry of Commerce & Industry, Govt. of India with the technical bid.
- iii. *Start-ups which are not under the category of MSE shall not be eligible for exemption of tender fee.
- iv. Bidder who solely on its own, fulfils each eligibility criteria condition as per the

RFP terms and conditions and who are having MSE or Start-up Bank status, can claim exemption for EMD/ tender fee.

- v. If all these conditions are not fulfilled or supporting documents are not submitted with the technical Bid, then all those Bids without tender fees /EMD will be summarily rejected and no queries will be entertained.

54. 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 letter head]

(To be included in Technical Bid)

Date: _____

To:

The Deputy General Manager,
State Bank of India,
IT-Treasury Support Services (IT-TSS)
2nd Floor, A Wing, L&T Seawoods Bldg, Tower 1,
Seawoods, Navi Mumbai – 400 706.

Dear Sir,

Ref: RFP No. SBI/GITC/ITTSS/2024-25/1253 : Dated 26/12/2024

~~~~~

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.

- Indicative prices submitted by us have been arrived at without agreement with any other Bidder of this RFP for the purpose of restricting competition.
  - The indicative prices submitted by us have not been disclosed and will not be disclosed to any other Bidder responding to this RFP.
  - We have not induced or attempted to induce any other Bidder to submit or not to submit a Bid for restricting competition.
  - We have quoted for all the products/services mentioned in this RFP in our indicative price Bid.
  - The rate quoted in the indicative price Bids are as per the RFP and subsequent pre-Bid clarifications/ modifications/ revisions furnished by the Bank, without any exception.
- 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. ~~On acceptance of our technical bid, we undertake to participate in Reverse auction by way of login in Reverse auction tool. In case of declaration as successful Vendor on completion of Reverse auction process, we undertake to complete the formalities as specified in this RFP.~~
- ix. ~~The commercial bidding process will be through the reverse auction process to be conducted by the Bank or a Bank authorized by the Bank. We understand that our authorized representative who would participate in the reverse auction process would be possessing a valid digital certificate for the purpose.~~
- x. 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.
- xi. 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.
- xii. We hereby certify that our name does not appear in any "Caution" list of RBI / IBA or any other regulatory body for outsourcing activity.
- xiii. 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.
- xiv. We hereby certify that we (participating in RFP as OEM)/ our OEM have a support center and level 3 escalation (highest) located in India.
- xv. 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.
- xvi. We hereby certify that we have read the clauses contained in O.M. No. 6/18/2019-PPD, dated 23.07.2020 order (Public Procurement No. 1), order (Public Procurement No. 2) dated 23.07.2020 and order (Public Procurement No. 3) dated 24.07.2020 along with subsequent Orders and its amendment thereto regarding restrictions on procurement from a bidder of a country which shares a land border with India. We further certify that we and our OEM are not from such a country or if from a country, has been registered with



competent authority (where applicable evidence of valid certificate to be attached). We certify that we and our OEM fulfil all the requirements in this regard and are eligible to participate in this RFP.

- xvii. 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.
- xviii. 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 Bidder.**

**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 Registration Certificate. |
| 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 minimum turnover as per GeM Portal during last 03 (three) financial year(s) i.e. FY23-24, FY22-23 and FY21-22.                                                                                                                           |                            | Copy of the audited financial statement for required financial years. (Certificate from statutory auditor for preceding 3 years may be submitted.)                                             |
| 4.            | The Bidder should be profitable organization on the basis of profit before tax (PBT) for at least 02 (two) out of last 03 (three) financial years mentioned in para 3 above.                                                                                             |                            | Copy of the audited financial statement along with profit and loss statement for corresponding years and / or Certificate of the statutory auditor.                                            |
| 5.1           | Bidder should have experience of minimum 5 years in providing the specified Software Solution/services as per Bank's requirements mentioned in Scope of Work.                                                                                                            |                            | Copy of the order and / or Certificate of completion of the work. The Bidder should also furnish user acceptance report.                                                                       |



|     |                                                                                                                                                                                                                                                                                                                                                                                   |  |                                                                                                                          |
|-----|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--|--------------------------------------------------------------------------------------------------------------------------|
| 5.2 | The Bidder must have deployed and should have active/running specified software solution and services in minimum 2 major PSU/Private sector Banks in India, since last 2 years.                                                                                                                                                                                                   |  | Copy of the order and / or Certificate of completion of the work. The Bidder should also furnish user acceptance report. |
| 5.3 | The bidder and their proposed software solution should be capable to handle minimum 100K cross border transactions per day. And it should be scalable up-to 250K transactions per day.                                                                                                                                                                                            |  | Stress or Load Testing Report                                                                                            |
| 6.  | 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> .                                                  |
| 7.  | Client references and contact details (email/ landline/ mobile) of customers for whom the Bidder has executed similar projects in India.<br>(Start and End Date of the Project to be mentioned) in the past (At least 2 client references are required)<br>The PO issued for client references should not be more than 5 years old and presently under the Service of the bidder. |  | Bidder should specifically confirm on their letter head in this regard as per <b>Appendix-N</b>                          |
| 8.  | Certification Requirements Application should be complied with OWASP as a minimum-security requirement.                                                                                                                                                                                                                                                                           |  | Copy of the Valid Certificate(s) to be provided                                                                          |

|     |                                                                                                                                                                                                                                                                               |  |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              |
|-----|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| 9.  | 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. |
| 10. | 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.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      |
| 11. | 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. 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.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      |
| 12  | 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.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      |
| 13. | The application/software/system proposed by bidder must be compatible to be deployed on Bank's in-house cloud infrastructure.                                                                                                                                                 |  | Certificate from Bidder required. The application should be able to run seamlessly on VMware Private Cloud (VCF).                                                                                                                                                                                                                                                                                                                                                                                                                                                            |

|     |                                                                                                                                                                                                                                                                                                                                        |  |                                                                                                                                                      |
|-----|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--|------------------------------------------------------------------------------------------------------------------------------------------------------|
|     |                                                                                                                                                                                                                                                                                                                                        |  | Bank will not provide any physical Infra or any other infra apart from Bank's Inhouse Cloud infra for installation and setup of the proposed system. |
| 14. | The application/software/system proposed by bidder must be compatible with below underlying technologies – <ul style="list-style-type: none"> <li>• VMware Cloud Stack</li> <li>• RHEL or Windows as operating system.</li> <li>• Oracle 19C and above as Database</li> <li>• IBM webphere or Oracle Weblogic as Middleware</li> </ul> |  | Certificate from Bidder required.<br><br>Bank will not provide any other technology/middleware apart from these.                                     |

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.

**Eligibility criteria mentioned at SI No 3 to 5 in table above are relaxed for Startups subject to their meeting of quality and technical specifications. Bidder to note the followings:**

- i. Start-up” company should enclose the valid Certificate of Recognition issued by Department for Promotion of Industry and Internal Trade (DPIIT), (erstwhile Department of Industrial Policy and Promotion), Ministry of Commerce & Industry, Govt. of India with the technical bid.
- ii. Bidder who solely on its own, fulfils each eligibility criteria condition as per the RFP terms and conditions and who are having Start-up company status, can claim exemption for eligibility criteria mentioned at SI No 3 to 5 in table above.
- iii. If all these conditions are not fulfilled or supporting documents are not submitted with the technical Bid, then all those Bids will be summarily rejected, and no queries will be entertained.

**Name & Signature of authorised signatory**

**Seal of Company**

## Appendix-C

**Technical & Functional Specifications****Instructions : -**

| <b>NAME OF THE<br/>BIDDER</b> |  |
|-------------------------------|--|
|-------------------------------|--|

**Instructions of Filling up of the sheet**

|                                    |                                                                                                                                                                                                                                                       |
|------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| 1                                  | <b>"Sl. No." - Serial Number of the Requirement Provided by the Bank. Bidder must not change any information in this column</b>                                                                                                                       |
| 2                                  | <b>"System Requirement" - The detailed Requirement. Bidder must not change any information in this column</b>                                                                                                                                         |
| 3                                  | <b>"Bidder Response (A/B/C/D/E)" or "Bidder Response (Yes/No)" - Bidder would be required to provide an appropriate response for the requirement sought as per the following Table for each required specification as application -</b>               |
| <b>Bidder Response (A/B/C/D/E)</b> |                                                                                                                                                                                                                                                       |
| A                                  | Functionality is readily available. ie. <b>Available - Off the shelf – No Customization</b>                                                                                                                                                           |
| B                                  | Functionality not available readily but can be achieved through customization. <b>Minor customization – Can Go-Live(Including all SDLC phases(Dev, SIT, UAT, Security Review, Pre-Prod and Production Deployment) within 3 Months Timelines)</b>      |
| C                                  | Functionality not available readily but can be achieved through customization. <b>Major customization – Can Go-Live(Including all SDLC phases(Dev, SIT, UAT, Security Review, Pre-Prod and Production Deployment) within 3 to 6 Months Timelines)</b> |
| D                                  | Functionality not available readily but feasible to be developed separately. <b>New Development – Can Go-Live(Including all SDLC phases(Dev, SIT, UAT, Security Review, Pre-Prod and Production Deployment) within 6 to 9 Months Timelines)</b>       |
| E                                  | Functionality not available and non – feasible. <b>Not - Available</b>                                                                                                                                                                                |
| <b>Bidder Response (Yes/No)</b>    |                                                                                                                                                                                                                                                       |
| Yes                                | Specified requirement / design / support / resources – Available                                                                                                                                                                                      |
| No                                 | Specified requirement / design / support / resources – Not Available                                                                                                                                                                                  |

**Notes to the Bidders:-**

|   |                                                                                                                                                                                                                                                                                                                                                                |
|---|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| 1 | In case the Bidder fails to provide a " Bidder Response" against any of the line items the response would be considered as incomplete and may not be scored, at Bank's discretion                                                                                                                                                                              |
| 2 | Bidder is expected to provide the response by filling up the columns "Bidder Response (A/B/C/D/E)" or "Bidder Response (Yes/No)" (as applicable) only. Bidder is advised not to make any changes to any information on the RFP documents for example insert a row or delete a row or modify any other information like change the functionality required, etc. |
| 3 | The Bidder's response should be clear and unambiguous.                                                                                                                                                                                                                                                                                                         |

|   |                                                                                                                                                                                                                                                                                                                                                                                                                                                        |
|---|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| 4 | Every requirement needs to be treated as an individual requirement (But should be treated as inclusive of main requirement in the context of respective product or service.) and should not be clubbed with any other requirement and the Bidder needs to provide a "Bidder Response (A/B/C/D/E)" or "Bidder Response (Yes/No)" for that individual requirement, in case the Bidder clubs the requirements the response would be treated as incorrect. |
| 5 | The Evaluation Committee decided by the Bank would be marking this annexure already entered by the bidder and would be appropriately assigning the final marks. The Bank will have the discretion to change the marks against the Bidder's scored line item if the bidder/OEM is not able to showcase the same in Presentation or during site visits.                                                                                                  |
| 6 | The marks allotted to the responses of the Bidder by the Bank after carrying out the above steps above may be reduced to a scale proportionate to the marks allocated for the functional & technical evaluation for the respective module.                                                                                                                                                                                                             |
| 7 | Bidders should note that they understand the underlying timeline of implementation for the respective "Bidder Response (A/B/C/D/E)" and by submitting the response as "(A/B/C/D/E)", they have to abide by the underlying time-line requirements, in case contract is awarded to them, else Bank has the rights to apply penalty as per relevant penalty clauses or Bank may even cancel the award and forfeit the EMD & BG.                           |

### **Technical Evaluation Metric -**

#### **Marks to be allotted based on Bidder Response -**

| <b>Bidder Response</b> | <b>Status as per RFP</b>                                                                                                                                          | <b>Marks as per evaluation</b> |
|------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------|
| A                      | Available - Off the shelf – No Customization                                                                                                                      | 100 %                          |
| B                      | Minor customization – Can Go-Live(Including all SDLC phases(Dev, SIT, UAT, Security Review, Pre-Prod and Production Deployment) within 3 Months Timelines)        | 80 %                           |
| C                      | Major customization – Can Go-Live (Including all SDLC phases (Dev, SIT, UAT, Security Review, Pre-Prod and Production Deployment) within 3 to 6 Months Timelines) | 50 %                           |
| D                      | New Development – Can Go-Live (Including all SDLC phases (Dev, SIT, UAT, Security Review, Pre-Prod and Production Deployment) within 6 to 9 Months Timelines)     | 20 %                           |
| E                      | Unavailable – Not Feasible                                                                                                                                        | 0 %                            |
|                        |                                                                                                                                                                   |                                |
| <b>Bidder Response</b> | <b>Status as per RFP</b>                                                                                                                                          | <b>Marks as per evaluation</b> |
| Yes                    | Specified requirement / design / support / resources – Available                                                                                                  | 100 %                          |
| No                     | Specified requirement / design / support / resources – Not Available                                                                                              | 0 %                            |

#### **Maximum Marks per specification point for various sections of specifications -**

| Section Details                                                             | Max Marks per specification point |
|-----------------------------------------------------------------------------|-----------------------------------|
| Section A – General                                                         | 10                                |
| Section B - API Based Real Time Transaction                                 | 50                                |
| Section C - File Based Batch Transactions                                   | 40                                |
| Section D - Other Cross Border Remittance Channel Capabilities              | 30                                |
| Section E - Any other online Cross-border remittance product / capabilities | 10                                |

### Minimum Qualifying Marks -

The bidder has to secure minimum qualifying marks in technical evaluation to be qualified for the bidding process.

Below are the eligibility conditions to be qualified in technical evaluation –

1. The bidder has to secure minimum 60% marks over-all by combining marks obtained in all sections.

AND

2. The bidder has to specially qualify in sections B & C , by securing minimum 60% marks in these 2 sections individually.

### A. General :-

| Sl. No | System Requirement                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              | Bidder Response (Yes/No) |
|--------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------|
| 1      | <b><u>Full Life Cycle Support :</u></b><br>The bidder must have ability to provide full stack support for all the activities related to the proposed system. These includes but not limited to Infra setup and operations support, security configurations support, production support, development and testing support, devops and other related support for adhoc activities.                                                                                                                                 |                          |
| 2      | Solution Delivery, Ongoing Support. Level 1 onsite support directly by OEM / SI                                                                                                                                                                                                                                                                                                                                                                                                                                 |                          |
| 3      | <b><u>Parameterized architecture for affecting quick changes -</u></b><br>Ability to cope with new regulatory & ad-hoc business requirements quickly by just updating or configuring parameters. System should have capabilities of customization based on parameters on most of the functionalities which should include but no limited to below – <ul style="list-style-type: none"> <li>• Parametric customization at each remittance partner level for functionalities like accounting workflow,</li> </ul> |                          |

|     |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |  |
|-----|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--|
|     | communication format standards (optional/mandatory inputs), supported channels like IMPS/NEFT/RTGS/UPI                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    |  |
|     | <ul style="list-style-type: none"> <li>• Parametric customization of commission recovery for each remittance partner level like volume slab based recovery, special discounts, promo codes, individual or bulk recovery, recovery from Vostro or from customer proceeds.</li> </ul>                                                                                                                                                                                                                                                                                                                                       |  |
|     | <ul style="list-style-type: none"> <li>• Parametric customization on MIS reports requirements for each remittance partner level.</li> </ul>                                                                                                                                                                                                                                                                                                                                                                                                                                                                               |  |
|     | <ul style="list-style-type: none"> <li>• Parametric customization on cryptography algorithms and techniques for each remittance partner level and geography levels.</li> </ul>                                                                                                                                                                                                                                                                                                                                                                                                                                            |  |
|     | <ul style="list-style-type: none"> <li>• Parametric customization on each remittance partner level for invoicing.</li> </ul>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              |  |
|     | <ul style="list-style-type: none"> <li>• Parametric customization on regulatory and business validations of transactions from remittances partners.</li> </ul>                                                                                                                                                                                                                                                                                                                                                                                                                                                            |  |
|     | <ul style="list-style-type: none"> <li>• Parametric customization on transaction processing for each remittance partner level like condition for auto retry, max retry counts, retry frequencies, customized error codes etc.</li> </ul>                                                                                                                                                                                                                                                                                                                                                                                  |  |
| 4   | <p><b><u>Parameterized and configurable accounting rules for various types of transactions-</u></b><br/>System must be highly flexible and configurable for introducing new products and processes.</p>                                                                                                                                                                                                                                                                                                                                                                                                                   |  |
| 5   | <p><b><u>Cloud Native capability :</u></b><br/>Cloud Native capability: Application should be cloud-native that can be deployed on private/Bank's in-house cloud, as it is, to capitalize on the inherent characteristics of cloud computing like auto scalability, flexibility, resiliency etc. with full efficiency. The application should have micro-services based architecture in order to utilize auto-scalability and platform orchestration features of cloud computing.<br/>Ps. Bank at its sole discretion may decide to go for deployment on private/Bank's In-house Cloud or 'On-Prem' physical servers.</p> |  |
| 5.1 | Bidder should provide required support resources with specialized skillsets in handling cloud native applications and management tools like Kubernetes, OpenShift, Tanzu, Docker, VMware etc.                                                                                                                                                                                                                                                                                                                                                                                                                             |  |
| 6   | <b><u>Compatible Database, Middleware and OS Compatibility</u></b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        |  |
| 6.1 | System should be compatible to be deployed on latest stable RHEL Operating System. OEM Support should be available.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |  |

| 6.2    | System should be compatible to use the underlying database technology as Oracle 19C or any other latest version. OEM Support should be available.                                                                                                                                                                          |                             |
|--------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------|
| 6.3    | System should be compatible to use the underlying Middleware technology as latest stable version of IBM Webshpere or Oracle Weblogic. OEM Support should be available.                                                                                                                                                     |                             |
| 7      | <b><u>Workflows-</u></b><br>System should have ability for workflow configuration, management and automation.                                                                                                                                                                                                              |                             |
| 8      | <b><u>Integration-Capabilities:-</u></b><br>System Must be capable of integrating with bank's other internal interfaces and other regulatory databases.                                                                                                                                                                    |                             |
| 9      | <b><u>Integration Workflow Capabilities:</u></b><br>Set of capabilities centering on the orchestration layer, integration and synchronization with external systems, third-party execution platforms or service providers                                                                                                  |                             |
| 10     | <b><u>Open Architecture Reference Model:</u></b><br>Ability to support and adopt industry standards such as data formats, messages and protocols, integration capabilities, and the provision of an extensible framework of services and standardized processes.                                                           |                             |
| 11     | <b><u>Record Retention and Purging Functionality:</u></b><br>System should be capable enough to store the records as per the bank's policy of record retention at present 10 years.<br>Functionality to archive / retrieve archived records conveniently, with clear segregation of datasets for performance improvements. |                             |
| 12     | Capability for gRPC(Google - Remote Procedure Call) protocol along with REST/SOAP.                                                                                                                                                                                                                                         |                             |
|        |                                                                                                                                                                                                                                                                                                                            |                             |
| Sl. No | System Requirement                                                                                                                                                                                                                                                                                                         | Bidder Response (A/B/C/D/E) |
| 13     | Integration capabilities with Bank's Single Sign On systems (ADS/HRMS/Core Banking System) for authentication                                                                                                                                                                                                              |                             |
| 14     | Ability for generation of application-level logs for security, suspicious activities and audit monitoring (in addition to the DB level logs generations)integration with Bank's SOC                                                                                                                                        |                             |
| 15     | System must support encryption with industry standards for data at rest, data in motion and data in use etc.                                                                                                                                                                                                               |                             |
| 16     | Availability of industry standard 3-Tier architecture                                                                                                                                                                                                                                                                      |                             |



|     |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          |  |
|-----|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--|
| 17  | Availability for templates for data migration as per bank's requirement.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 |  |
| 18  | System should be complied with OWASP as a minimum-security requirement. System should be capable and configurable as per applicable IS policy of the Bank and should comply with other supply chain risk management and other applicable regulatory functional/technical compliance guidelines.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          |  |
| 19  | The bidder should provide a undertaking to provide all the required documentations as per Bank's functional, technical, compliance or regulatory requirements, as and when required.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     |  |
| 20  | <p>It is preferred <b>that Intellectual Property Rights</b> along with source code of the proposed system will remain with Bank. (Bidder can submit "A")</p> <p>However, the bidder may also arrange for suitable escrow arrangement for the source code and application if bidder don't want to keep the IP rights of base product with Bank. (Bidder can submit "B")</p> <p>It has to be noted that in case of bidder not providing source code to Bank, they have to submit a certificate of source code security review by RBI empaneled security consultant companies, as and when required by Bank.</p> <p><b>Any customizations or integrations which will be carried out by the bidder in Bank's environment or as advised by Bank, those source codes modules and IP rights will remain with Bank only.</b></p> |  |
| 21  | <b><u>Easy User Interface:-</u></b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      |  |
| i   | The system should provide a consistent, easily learned, user friendly interface with functional separation among various users.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          |  |
| ii  | The system should be able to generate alerts, exceptions, and intelligent error messages immediately.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    |  |
| iii | The system should be able to customize the workflow basis user requirement which includes inclusion of inputs/outputs via email.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |  |
| 22  | <b><u>Free Text field for additional Comments/Announcements/Banners:-</u></b> The system should permit entry of free format text or any announcements/banners to be displayed on the home page of the application.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |  |
| 23  | <b><u>Interface with Branches:-</u></b><br>The system should be intranet enabled and should provide access to authorized Branch users as per the IT and Data Governance policy of Bank.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  |  |
| 24  | <b><u>Reporting :-</u></b> The system should have the ability                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            |  |
| i   | to generate reports based on available data, as per any user-defined format across product verticals based on values and volumes.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        |  |

|      |                                                                                                                                                                                                                                              |  |
|------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--|
| ii   | to be flexible in defining structure / fields of each report, by selecting fields from databases of their choice.                                                                                                                            |  |
| iii  | to allow users to specify the exact layout of the required report including location of the fields, header, footer, page numbering, title etc. after basic customization.                                                                    |  |
| iv   | to either print reports or save as viewable files in various formats as per requirements of Bank.                                                                                                                                            |  |
| v    | to export extracted data to spreadsheets / databases/ PDF format.                                                                                                                                                                            |  |
| vi   | to provide context sensitive help to guide users to form the reports required by them.                                                                                                                                                       |  |
| vii  | To help users create required reports through a step-by-step process with the help of report writing wizard                                                                                                                                  |  |
| viii | To generate charts/graphs/analytics on any customized report created by user.                                                                                                                                                                |  |
| ix   | To allow ad hoc and scheduled generation of each report (e.g. daily, weekly, fortnightly, monthly etc.) as per requirements of Bank.                                                                                                         |  |
| x    | To define users to whom the report needs to be sent. The output format can be paper (with user defined print option ) or electronic - format via email/internet/intranet etc.                                                                |  |
| xi   | To generate reports in batch processing mode at specified intervals (viz. EOD or BOD etc ) and sending the same to the specified recipients automatically.                                                                                   |  |
| xii  | To preserve historic reports or user data for any period to be defined in each case                                                                                                                                                          |  |
| 25   | <b><u>Audit Trail</u></b>                                                                                                                                                                                                                    |  |
| i    | The system should have the ability to generate detailed audit trails on a daily basis. At a minimum, the following features should be included:                                                                                              |  |
| ii   | List of attempted unauthorized logins                                                                                                                                                                                                        |  |
| iii  | Time of log in and log out                                                                                                                                                                                                                   |  |
| iv   | All transactions need to be time stamped with user ID along with details of modifications, if any                                                                                                                                            |  |
| v    | Audit trail of creation of new users, modification and deletion of users                                                                                                                                                                     |  |
| vi   | Details of databases accessed and modified by the users and the administrator System should provide tracking of the client's IP & Network Interface address, if any                                                                          |  |
| 26   | <b><u>Transaction Audit Trail:-</u></b> The system should have the ability to store and track all system events, including corrections and cancellations by multiple criteria (e.g., user, date and time, event type, field(s) changed etc). |  |

|     |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               |  |
|-----|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--|
| 27  | <b>Data Flow:-</b> Data flows and process associated with the system to be transparent and provide easy access to the model specification and parameters to internal and external auditors and generate reports as per the requirement of Bank. Data is required to be stored for a period of 10 years from the date of cessation of business relationship and made available to the user as and when required.                                                                                               |  |
| 28  | <b>Security:- Password Management:-</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |  |
| i   | The system should have the ability to force password changes at a pre-defined interval.                                                                                                                                                                                                                                                                                                                                                                                                                       |  |
| ii  | The system should ensure that passwords should be at least 15 characters, and alphanumeric with appropriate rules on repetition of characters etc.                                                                                                                                                                                                                                                                                                                                                            |  |
| iii | The system should disable a user on 3 wrong log-ins. Disabled user can be activated only by administrator or after a defined cooling period as advised by Bank.                                                                                                                                                                                                                                                                                                                                               |  |
| iv  | The system should support 2-level/ multi factor authentication as per Bank's norms.                                                                                                                                                                                                                                                                                                                                                                                                                           |  |
| 29  | <b>Access :-</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              |  |
| i   | The system should allow access only through screens, no access should be allowed at database level to users.                                                                                                                                                                                                                                                                                                                                                                                                  |  |
| 30  | <b>User restrictions:-</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    |  |
| i   | The system should have the ability to classify authorization by means of:                                                                                                                                                                                                                                                                                                                                                                                                                                     |  |
| ii  | Information viewing rights at various levels                                                                                                                                                                                                                                                                                                                                                                                                                                                                  |  |
| iii | The system should have the ability to limit front office users to specific product types based on user ID                                                                                                                                                                                                                                                                                                                                                                                                     |  |
| 31  | <b>Auto log-out:-</b> The system should have the ability to auto log out users on user defined idle time                                                                                                                                                                                                                                                                                                                                                                                                      |  |
| 32  | <b>Encryption :-</b> System should support encryption as per Bank's defined policy for both data at rest and data in motion.                                                                                                                                                                                                                                                                                                                                                                                  |  |
| 33  | <b>Database locking:-</b> All databases should have database locking features in the situation that there are multiple access and updates on the same record                                                                                                                                                                                                                                                                                                                                                  |  |
| 34  | <b>User Manual:-</b> System user manuals should be available to assist the users in implementing various modules                                                                                                                                                                                                                                                                                                                                                                                              |  |
| 35  | <b>Technical, Functional &amp; SOP Documentation:-</b> The Bidder shall share the documents pertaining to the Software Components /Modules/ Installations/ Integrations/ Customizations/Change Requests (As and when raised by Bank) to Bank as soon as possible after completion of the task. Documents shall include process flow documents, test reports, acceptance reports, applicable user manuals, solution documents, SOPs, Training materials (including documents, PPTs, and video tutorials etc.), |  |

|    |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          |  |
|----|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--|
|    | Low Level Design Documents(covering code walk through, Data Flow Diagrams(DFDs) and E-R Diagrams for all referred DB tables.                                                                                                                                                                                                                                                                                                                                                                                                             |  |
| 36 | <b><u>Quantitative Documentation, Logic and Details:-</u></b><br>The logic and details of assumptions behind the analytics need to be shared with the Bank. The details will have to be shared even if there is use of proprietary technology in the platform. Also, any use of concepts or logics in the software need to be backed up by journals/books/industry use/ regulator acceptance. Documentation should be available for proof of concept of mathematical and statistical basis of the valuation and risk measurement models. |  |
| 37 | <b><u>Update in guidelines:-</u></b><br>Any new frameworks/guidelines/circular released (for the modules being implemented) by RBI/regulators during the system implementation phase shall form a part of functional and technical requirements. Vendor should provide the functionality in the system for any changes in existing approaches made by the RBI /regulators for the product modules being implemented by the vendor.                                                                                                       |  |
| 38 | <b><u>Futuristic Capability:-</u></b><br>The system should be capable to provide/incorporate any new instruments as introduced/allowed by the regulators viz. RBI/SEBI etc for the Bank in the future.                                                                                                                                                                                                                                                                                                                                   |  |
| 39 | <b><u>High Volume Transaction Handling Capability –</u></b> The Bidder and their system should have capabilities to handle minimum 100K cross border remittances per day without impacting the application performance. It should also be scalable for transaction handling capacity up-to 250K per day.                                                                                                                                                                                                                                 |  |
| 40 | <b><u>Record Retention :</u></b> System should be capable enough to store the records as per the Bank’s policy of record retention which will be shared with the selected bidder                                                                                                                                                                                                                                                                                                                                                         |  |

**B. API Based Real Time Transaction : -**

| Sl. No | System Requirement                                                                                                                                                                                                                                                                                  | Bidder Response (A/B/C/D/E) |
|--------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------|
| 1      | Bidder to provide suitable and smooth replacement for existing XML Based APIs(Having minimum required data fields as per reporting requirements of FIU-IND, RBI and other country specific regulators) / ISO 20022 formatted string-based - HTTPS API request and response through System/Platform. |                             |

|    |                                                                                                                                                                                                                                                                                                                                                                                                                                                                              |  |
|----|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--|
| 2  | Transaction validation system (OFAC/RBI/AML and Account validation) and provide a response in XML / ISO 20022 string to remittance partners on real time.                                                                                                                                                                                                                                                                                                                    |  |
| 3  | Balance enquiry of the Exchange Company Vostro Account.                                                                                                                                                                                                                                                                                                                                                                                                                      |  |
| 4  | Transactions posting through URL based XML / ISO 20022 string in real time for credit to beneficiary accounts of SBI (Direct Credit) and accounts with other Banks through NEFT/IMPS/RTGS/UPI or any other channel permitted in India by Bank or Regulators.                                                                                                                                                                                                                 |  |
| 5  | System for transaction status enquiry.                                                                                                                                                                                                                                                                                                                                                                                                                                       |  |
| 6  | Providing transaction status update and status description to partners through call back API system or through push notifications in case of Mobile APP.                                                                                                                                                                                                                                                                                                                     |  |
| 7  | Latest security features in all URL XML request and response strings and validations: <ul style="list-style-type: none"> <li>• SSL/Channel Encryption with TLS1.3(having backward compatibility with TLS1.2)</li> <li>• Payload Encryption using Hybrid Cryptographic Encryption (Mixer of Symmetric &amp; Asymmetric Encryption)</li> <li>• Ensuring Source Authentication and non-repudiation through IP validation of partners and validation of secret token.</li> </ul> |  |
| 8  | Recovery of Bank's Commission for transactions and generation of invoices to partners as per required periodicity. System should be capable for calculation and recovery of applicable taxes. (example – GST, etc.)                                                                                                                                                                                                                                                          |  |
| 9  | Generation of various Reports for transactions as per business requirement                                                                                                                                                                                                                                                                                                                                                                                                   |  |
| 10 | Transaction alerts / notifications through SMS/Email /WhatsApp etc. to the stake holders                                                                                                                                                                                                                                                                                                                                                                                     |  |
| 11 | Regulatory Reporting requirements like R>Returns, CBWTR(Cross Border Wire Transfer Report), DWH(Data Ware House) etc.                                                                                                                                                                                                                                                                                                                                                        |  |
| 12 | Parameterizable logic for Transaction limits for monitoring AML limits and other applicable regulatory validations for processing cross border remittances                                                                                                                                                                                                                                                                                                                   |  |
| 13 | Front-end screens for <ol style="list-style-type: none"> <li>a. Bank Users having Admin Module as well as Transaction processing/approval for OFAC/AML approval.</li> <li>b. Remittance partner Banks / ECs/MSBs for User Management</li> <li>c. 2 Factor Authentication for login purpose (SMS/ Email/Token etc)</li> </ol>                                                                                                                                                 |  |
| 14 | Should have capabilities to integrate with Banks' interfaces viz. Core Banking, Compliance Screening, GST & other tax engines, RTGS, NEFT, IMPS, UPI interfaces for processing of the foreign inward remittance transactions.                                                                                                                                                                                                                                                |  |

|    |                                                                                                                                                                                                                             |  |
|----|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--|
|    | <p>The system should also be capable of integrating with Bank's Fraud Monitoring Tool.</p> <p>The system should also be capable of integration with Bank's application / performance monitoring tools.</p>                  |  |
| 15 | Automated reconciliation of failed and returned transactions within specified TAT of each transaction type along with ability to generate daily, weekly, and monthly reconciliation reports as required by operations team. |  |

### **C. File Based Batch Transactions : -**

| Sl. No | System Requirement                                                                                                                                                                                                                     | Bidder Response (A/B/C/D/E) |
|--------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------|
| 1      | Pre-defined Transaction File Structure shared with remittance partners for handling bulk remittances to be uploaded in SBI Remittances website with access to remittance partners with all in-built validations and security features. |                             |
| 2      | File upload by remittance partners with Maker and Checker facility                                                                                                                                                                     |                             |
| 3      | Source of files validation (IP, EC Id etc.)                                                                                                                                                                                            |                             |
| 4      | File structure validation, Duplicate file/transaction validation.                                                                                                                                                                      |                             |
| 5      | Encryption / Decryption of the files.                                                                                                                                                                                                  |                             |
| 6      | Integrity / Hash / Checksum verifications of files.                                                                                                                                                                                    |                             |
| 7      | Transaction validation & Regulatory checks viz. OFAC/RBI/AML checks.                                                                                                                                                                   |                             |
| 8      | Beneficiary Account validation.                                                                                                                                                                                                        |                             |
| 9      | Balance enquiry of the Exchange Company Vostro Account.                                                                                                                                                                                |                             |
| 10     | Transactions posting for credit to beneficiary accounts of SBI (Direct Credit) and accounts with other Banks through NEFT/IMPS/RTGS/UPI or any other channel permitted in India by Bank or Regulators.                                 |                             |
| 11     | Recovery of Bank's Commission for transactions and generation of invoices to partners as per required periodicity.<br>System should be capable for calculation and recovery of applicable taxes (example – GST,etc)                    |                             |
| 12     | Generation of various Reports for transactions as per business requirement                                                                                                                                                             |                             |
| 13     | Transaction alerts / notifications through SMS/Email /WhatsApp etc. to the stake holders                                                                                                                                               |                             |
| 14     | Regulatory Reporting requirements like R>Returns, CBWTR(Cross Border Wire Transfer Report), DWH(Data Ware House) etc.                                                                                                                  |                             |

|    |                                                                                                                                                                                                                                                                                                                                                         |  |
|----|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--|
| 15 | Parameterizable logic for Transaction limits for monitoring AML limits and other applicable regulatory validations for processing cross border remittances                                                                                                                                                                                              |  |
| 16 | Front-end screens for<br>a. Bank Users having Admin Module as well as Transaction processing/approval for OFAC/AML approval.<br>b. Remittance partner Banks / ECs/MSBs for User Management, Transaction File Upload with Maker & Checker<br>c. 2 Factor Authentication for login purpose as well as file upload for transactions (SMS/ Email/Token etc) |  |
| 17 | Should have capabilities to integrate with Banks' interfaces viz. Core Banking, Compliance Screening, GST & other tax engines, RTGS, NEFT & IMPS interfaces for processing of the foreign inward remittance transactions.                                                                                                                               |  |
| 18 | Automated reconciliation of failed and returned transactions within specified TAT of each transaction type along with ability to generate daily, weekly, and monthly reconciliation reports as required by operations team.                                                                                                                             |  |

#### **D. Other Cross Border Remittance Channel Capabilities –**

| Sl. No | System Requirement                                                                                                            | Bidder Response (Yes / No) |
|--------|-------------------------------------------------------------------------------------------------------------------------------|----------------------------|
| 1.     | Cross Border payments through UPI                                                                                             |                            |
| 2.     | Cross Border payments through virtual/digital/crypto-currencies (Block-Chain).                                                |                            |
| 3.     | Experience in implementing Cross Border inward RDA payments through quick integration with Fin-Techs and Account Aggregators. |                            |
| 4.     | Cross Currency Payments through Debit Card/ Credit Card/Prepaid Card/ Foreign Travel Card                                     |                            |
| 5.     | Cross Border payments through SWIFT / SWIFTGO modes.                                                                          |                            |
| 6.     | Integration with BBPS for cross-border bill payments.                                                                         |                            |

#### **E. Any other online Cross-border remittance product / capabilities : -**

The bidder may provide / showcase any other Online Cross-border Remittance product / capabilities available with them which is readily available 'Off the shelf'.



**Name & Signature of authorised signatory**

**Seal of Company**



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

## Details of the Bidder

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

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

## Appendix-E

## Scope of Work and Payment Schedule

| S.N. | Scope of Work /Technical Criteria (BOM)<br>(Parameters to be stated below by the procuring Dept.)                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          |
|------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| 1    | <p data-bbox="384 633 1214 701"><b>APPLICATION FOR INWARD CROSS BORDER RUPEE REMITTANCES -</b></p> <p data-bbox="432 741 959 775"><b>A. <u>API Based Real Time Remittances</u></b></p> <p data-bbox="384 815 1426 994">Bidder to provide suitable and smooth replication of existing XML Based APIs(Having minimum required data fields as per reporting and compliance requirements of FIU-IND, RBI and other country specific regulators) / ISO 20022 formatted string-based - HTTP API request and response through System / Platform for :</p> <ul data-bbox="432 1034 1426 2007" style="list-style-type: none"><li data-bbox="432 1034 1426 1290">i. Transaction validation system (OFAC/RBI/AML and Account validation) and provide a response in existing XML (Having minimum required data fields as per reporting requirements of FIU-IND, RBI and other country specific regulators) / ISO 20022 string to remittance partners on real time.</li><li data-bbox="432 1312 1206 1346">ii. Balance enquiry of the Exchange Bank Vostro Account.</li><li data-bbox="432 1368 1426 1671">iii. Transactions posting through URL based existing XML (Having minimum required data fields as per reporting requirements of FIU-IND, RBI and other country specific regulators) / ISO 20022 string in real time for credit to beneficiary accounts of SBI (Direct Credit) and accounts with other Banks through NEFT/IMPS/RTGS/UPI or any other channel permitted in India by Bank or Regulators.</li><li data-bbox="432 1693 967 1727">iv. System for transaction status enquiry.</li><li data-bbox="432 1749 1078 1783">v. Providing transaction status update to partners</li><li data-bbox="432 1805 1426 1895">vi. Provision for consumption of APIs of remittance partners and onboarding them quickly by avoiding any changes at remittance partners' end.</li><li data-bbox="432 1917 1426 2007">vii. Provision of whitelisting solution – The application should have the provision for adding/customizing/updating list of whitelisted entities (i.e.</li></ul> |

remitter/beneficiary details) so that recurring exceptions in compliance screening can be auto processed through STP.

viii. Provision of API for downloading Vostro Account Statement by remittance partners for the specified time intervals.

ix. Provision for Customer Name validation from Core Banking System for beneficiaries along with display of Name to remittance partners securely (by showing % match or by showing masked name characters or by both) so that credit to wrong beneficiaries can be avoided.

x. Parameterized architecture for affecting quick changes -

Ability to cope with new regulatory & ad-hoc business requirements quickly by just updating or configuring parameters. System should have capabilities of customization based on parameters on most of the functionalities which should include but no limited to below –

- Parametric customization at each remittance partner level for functionalities like accounting workflow, communication format standards (optional/mandatory inputs), supported channels like IMPS/NEFT/RTGS/UPI
- Parametric customization of commission recovery for each remittance partner level like volume slab-based recovery, special discounts, promo codes, individual or bulk recovery, recovery from Vostro or from customer proceeds.
- Parametric customization on MIS reports requirements for each remittance partner level.
- Parametric customization on cryptography algorithms and techniques for each remittance partner level and geography levels.
- Parametric customization on each remittance partner level for invoicing.
- Parametric customization on regulatory and business validations of transactions from remittances partners.

- Parametric customization on transaction processing for each remittance partner level like condition for auto retry, max retry counts, retry frequencies, customized error codes etc.

xi. Provision of Front-end screens for

- Bank Users having Admin Module as well as Transaction processing/approval for OFAC/AML and other regulatory approvals. Required MIS reports should be available.
- Remittance partners for User Management, Transaction status updates and other MIS reports.
- 2 Factor Authentication for login purpose (SMS/ Email/Token etc)

xii. Provision of support ticket generation through API –

The system should provide provision of suitable secure API communication with remittance partners for generation of support ticket under various defined support categories.

xiii. Latest security features in all URL XML request and response strings and validations:

- SSL/Channel Encryption with TLS1.3(having backward compatibility with TLS1.2)
- Payload Encryption using Hybrid Cryptographic Encryption (Mixture of Symmetric & Asymmetric Encryption)
- Ensuring Source Authentication and non-repudiation through IP validation of partners and validation of secret token.

**B. File Based Bulk Remittances**

Pre-defined Transaction File Structure (Having minimum required data fields as per reporting and compliance requirements of FIU-IND, RBI and other country specific regulators) shared with remittance partners for handling bulk remittances to be uploaded in SBI Remittances website with access to remittance partners with all in-built validations and security features.

- i. File upload by remittance partners with Maker and Checker facility
- ii. Source of files validation (IP, EC Id etc.)
- iii. File structure validation, Duplicate file/transaction validation.
- iv. Encryption / Decryption of the files.
- v. Integrity / Hash verifications of files.
- vi. Transaction validation & Regulatory checks viz. OFAC/RBI/AML checks.
- vii. Beneficiary Account validation.
- viii. Balance enquiry of the Remittance Partners Vostro Account.
- ix. Transactions posting for credit to beneficiary accounts of SBI (Direct Credit) and accounts with other Banks through NEFT/IMPS/RTGS/UPI or any other channel permitted in India by Bank or Regulators.
- ix. Parameterized architecture for affecting quick changes -
  - Ability to cope with new regulatory & ad-hoc business requirements quickly by just updating or configuring parameters. System should have capabilities of customization based on parameters on most of the functionalities which should include but no limited to below –
  - Parametric customization at each remittance partner level for functionalities like accounting workflow, communication format standards (optional/mandatory inputs), supported channels like IMPS/NEFT/RTGS/UPI
  - Parametric customization of commission recovery for each remittance partner level like volume slab based recovery, special discounts, promo codes, individual or bulk recovery, recovery from Vostro or from customer proceeds.
  - Parametric customization on MIS reports requirements for each remittance partner level.
  - Parametric customization on cryptography algorithms and techniques for each remittance partner level and geography levels.
  - Parametric customization on each remittance partner level for invoicing.

- Parametric customization on regulatory and business validations of transactions from remittances partners.
- Parametric customization on transaction processing for each remittance partner level like condition for auto retry, max retry counts, retry frequencies, customized error codes etc.

**The brief of the salient features required (but not limited to) are as follows (Applicable to both API and File Based systems):**

1. System for transaction status enquiry.
2. Recovery of Bank's Commission for transactions and generation of invoices to partners as per required periodicity. System should be capable for calculation and recovery of applicable taxes example – GST. The commission recovery should be parameterized and customizable as per each remittance partner's requirements i.e. Slab based recovery, bulk or individual deduction, deduction from Vostro or from customer proceeds, promotional discounts etc.
3. Generation of various Reports for transactions as per business requirement
4. Transaction alerts / notifications through SMS/Email /WhatsApp etc. to the stake holders in Bank's specified formats.
5. Regulatory Reporting requirements like R>Returns, CBWTR (Cross Border Wire Transfer Report as per FIU-IND specifications), sharing of data with Bank's Internal Reporting System, etc.
6. Parameterizable logic for Transaction limits for monitoring AML limits and other applicable regulatory validations for processing cross border remittances. System should generate alerts (STRs) in specified formats to designated officer in case of any limit breach or regulatory validation failure.
7. Front-end screens for
  - a. Bank Users having Admin Module as well as Transaction processing/approval for OFAC/AML approval.



|     |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               |
|-----|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
|     | <p>b. Remittance partner Banks / ECs/MSBs for User Management, Transaction File Upload with Maker &amp; Checker</p> <p>c. 2 Factor Authentication for login purpose as well as file upload for transactions (SMS/ Email/Token etc)</p> <p>8. Should have capabilities to integrate with Banks' interfaces viz. Core Banking, Compliance Screening, GST &amp; other tax engines, RTGS, NEFT &amp; IMPS interfaces for processing of the foreign inward remittance transactions.</p> <p>9. Automated reconciliation of failed and returned transactions within specified TAT of each transaction type along with ability to generate daily, weekly, and monthly reconciliation reports as required by operations team.</p>                                                                                      |
| 1.1 | <p><b>Other Cross Border Remittance Channel Capabilities -</b></p> <ul style="list-style-type: none"> <li>• Cross Border payments through UPI</li> <li>• Cross Border payments through virtual/digital/crypto-currencies (Block-Chain).</li> <li>• Cross Border inward RDA payments through quick integration with Fin-Techs and Account Aggregators.</li> <li>• Cross Currency Payments through Debit Card/ Credit Card/Prepaid Card/ Foreign Travel Card</li> <li>• Cross Border payments through SWIFT / SWIFTGO modes.</li> <li>• Cross Border payments pertaining to utility bill payments (eg. BBPS)</li> </ul>                                                                                                                                                                                         |
| 2   | <p>Cloud Native capability: Application should be cloud-native that could be deployed on private/Bank's in-house cloud, as it is, to capitalize on the inherent characteristics of cloud computing like auto scalability, flexibility, resiliency etc. with full efficiency. The application should be preferably have micro-services based architecture in order to utilize auto-scalability and platform orchestration features of cloud computing.</p> <p>Ps. Bank at its sole discretion may decide to go for deployment on private/Bank's In-house Cloud or 'On-Prem' physical servers.</p> <p>Bidder should provide required on-site support resources with specialized skillsets in handling cloud native applications and management tools like Kubernetes, OpenShift, Tanzu, Docker, VMware etc.</p> |
| 3   | Full Life Cycle Support: End-to-end ability to support above activities,                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      |
| 4   | Workflow configuration, and automation                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        |
| 5   | Parameterized architecture for affecting quick changes -                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      |

|    |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |
|----|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
|    | <ul style="list-style-type: none"> <li>• Ability to cope with new regulatory &amp; ad-hoc business requirements quickly by just updating or configuring parameters. System should have capabilities of customization based on parameters on most of the functionalities which should include but no limited to below –</li> <li>• Parametric customization at each remittance partner level for functionalities like accounting workflow, communication format standards (optional/mandatory inputs), supported channels like IMPS/NEFT/RTGS/UPI</li> <li>• Parametric customization of commission recovery for each remittance partner level like volume slab based recovery, special discounts, promo codes, individual or bulk recovery, recovery from Vostro or from customer proceeds.</li> <li>• Parametric customization on MIS reports requirements for each remittance partner level.</li> <li>• Parametric customization on cryptography algorithms and techniques for each remittance partner level and geography levels.</li> <li>• Parametric customization on each remittance partner level for invoicing.</li> <li>• Parametric customization on regulatory and business validations of transactions from remittances partners.</li> <li>• Parametric customization on transaction processing for each remittance partner level like condition for auto retry, max retry counts, retry frequencies, customized error codes etc.</li> </ul> |
| 6  | Parameterized and configurable accounting rules for various types of transactions - System must be highly flexible and configurable for introducing new products and processes.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |
| 7  | <b><u>Integration-Capabilities-:</u></b><br>System Must be capable of integrating with bank’s other internal interfaces and other regulatory databases.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   |
| 8  | Integration Workflow Capabilities: Set of capabilities centering on the orchestration layer, integration and synchronization with external systems, third-party execution platforms or service providers                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  |
| 9  | Solution Delivery, Ongoing Support. Level 1 onsite support directly by OEM / SI                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |
| 10 | Open Architecture Reference Model: Ability to support and adopt industry standards such as data formats, messages and protocols, integration capabilities, and the provision of an extensible framework of services and standardized processes                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            |
| 11 | Record Retention and Purging Functionality: System should be capable enough to store the records as per the bank’s policy of record retention at present 10 years. System should be capable to process and store minimum 100K transactions per day, and it should be scalable up-to 250K per day.<br>Functionality to archive / retrieve archived records conveniently, with clear segregation of datasets for performance improvements.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  |
| 12 | Integration capabilities with Bank’s Single Sign On systems (ADS/HRMS/Core Banking System) for authentication                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             |





|    |                                                                                                                                                                                       |
|----|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| 13 | Ability for generation of application-level logs for security, suspicious activities and audit monitoring (in addition to the DB level logs generations) –integration with Bank’s SOC |
| 14 | System must support encryption with industry standards for data at rest, data in motion and data in use etc.                                                                          |
| 15 | Availability of industry standard 3-Tier architecture                                                                                                                                 |
| 16 | Availability / support for templates for data migration as per bank’s requirement.                                                                                                    |
| 17 | Certifications, if any, like ISO 27001 or similar (desirable).                                                                                                                        |
| 18 | The bidder should be able to develop any other customization request, be it regulatory change or non-regulatory business requirement within stringent timeline as advised by Bank.    |

**Other Generic Requirements -**

|    |                             |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               |
|----|-----------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| 1. | Description of Deliverables | <ul style="list-style-type: none"> <li>• Bidder to provide a suitable software solution as per Bank’s requirements mentioned in Appendix – C and Appendix – E , along with applicable user manuals, solution documents, Training materials (including documents, PPTs, and video tutorials etc.), Low Level Design Documents(covering code walk through, Data Flow Diagrams(DFDs) and E-R Diagrams for all referred DB tables).</li> <li>• Bidder to provide minimum direct resources as per Bank’s requirement to support the infra and operations of the delivered software solution which includes but not limited to – Ensure 99.99% uptime of system, regular maintenance(security and functional patches) of underlying applications, servers, platforms, middle-wares etc., handling day to day operational activities, customer complaints, business escalations, ad-hoc MIS/data extraction requirements and other regulatory and audit related requirements.</li> <li>• Bidder to ensure the resources provided to Bank for onsite support should have required skillsets and minimum 2 years of domain experience in the respective technology and having minimum basic qualification as BE / B-Tech.<br/>L2 resources should have minimum 4 years of experience in respective technology and domain having minimum basic qualification as BE / B-Tech.</li> </ul> |
|----|-----------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|

|   |                                                                           |                                                                                                                                                                                                                                                                                                                                                                                                                                                               |
|---|---------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
|   |                                                                           | <p>L3 resources should have minimum 6 years of experience in respective technology and domain having minimum basic qualification as BE / B-Tech.</p> <p>Before on-boarding bidder should submit documents of resources pertaining to required educational qualification, certificates of technology and experience certificates and other documents required by Bank.</p> <p>Bank reserves the right for interview and final on-boarding of the resource.</p> |
| 2 | Third-Party Components                                                    | Solution Provider has to specify the 3 <sup>rd</sup> party components if anything required to implement the functionalities mentioned above.                                                                                                                                                                                                                                                                                                                  |
| 3 | Term of the Project - Project Schedule; Milestones and delivery locations | The Bidder is expected to complete the project in 3 months' time-line after issuance of Purchase Order (PO) with various phase like SIT UAT, Security Review Completion and Go-Live. Delivery of product should be done onsite as per instructions from Bank.                                                                                                                                                                                                 |
| 4 | Warranty Term                                                             | Applicable                                                                                                                                                                                                                                                                                                                                                                                                                                                    |
| 5 | Annual Maintenance (AMC) Term                                             | Applicable                                                                                                                                                                                                                                                                                                                                                                                                                                                    |
| 6 | Integration / Migration Requirements with existing systems                | <p>Data migration and smooth switchover of business operations from existing system to the proposed new software solution has to be supported and completed by Bidder.</p> <p>The new software solution must be capable of integrating with bank's various upstream and downstream systems and other regulatory database, Payment gateways and Bank's Core Banking System.</p>                                                                                |
| 7 | Help Desk Requirements                                                    | <p>a) 24 * 7* 365 days per year, online support facility</p> <p>b) The expected time of resolution should be average 10 minutes per call, email, support ticket etc.</p> <p>c) Escalation process should be in place.</p>                                                                                                                                                                                                                                     |

|    |                                      |                                                                                                                                                                                                                                                                                                                                                                                                                                                                              |
|----|--------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
|    |                                      | <p>d) Bidder support staff should be well trained to effectively handle queries raised by the Bank employees, Remittance Partner Executives, End Customers of Bank.</p> <p>e) All tickets raised should be addressed/closed by T / T+1 Day.</p> <p>f) Bidder should have ability to generate MIS reports periodically.</p> <p>g) Considering expected number of call, the help desk should be manned with 3 persons dedicated to work for the Bank.</p>                      |
| 9  | MIS Report Generation requirement    | <p>The proposed software solution should be capable of generating the following reports –</p> <p>a) User-defined reports</p> <p>b) Dashboard requirements</p>                                                                                                                                                                                                                                                                                                                |
| 10 | In case of Transaction System        | <p>The tool should be capable of generating the following:</p> <p>a) Audit trail</p> <p>b) Audit logs reporting &amp; analysis tool</p>                                                                                                                                                                                                                                                                                                                                      |
| 11 | Performance Requirements             | <p>The system should be capable of functioning in real-time and 99.99% uptime without affecting any application performance.</p>                                                                                                                                                                                                                                                                                                                                             |
| 12 | Scalability Requirements             | <p>a) To be scalable as per Bank's future requirement.</p> <p>b) Supporting minimum 100 K transactions per day, having TAT of 3-8 seconds per transaction.</p> <p>c) System should be able to support up-to 8K concurrent sessions (TPS) without any adverse impact on application performance.</p> <p>d) System should be scalable of handling per day transactions of 250K or above.</p> <p>e) System should be capable to handle concurrent sessions (TPS) up-to 12K.</p> |
| 13 | Regulatory / Compliance Requirements | <p>System should be complied with OWASP as a minimum-security requirement. System should be capable and configurable as per applicable Information Security policy of the Bank and should comply with other supply chain risk</p>                                                                                                                                                                                                                                            |

|      |                                                                    |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |
|------|--------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
|      |                                                                    | <p>management(SCRM) and other applicable regulatory functional/technical compliance guidelines issued by RBI, FIU-IND, DPDP Act 2023, GDPR guidelines, Govt. of India Instructions if any and other respective country specific regulatory guidelines .</p> <p>System should have capability to handle security requirement like data redaction, masking, encryption, role based access etc. for PII and confidential data.</p>                                                                                                                                                                                                                                                                                |
| 14   | Security Requirements                                              | The solution should comply with Bank's extant security policies and requirements.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              |
| 15   | Limited Trial / Pilot Requirements                                 | Bidder should provide a pilot run in CUG environment before actual production deployment and should get clearance from Bank for applicable functional, technical and security requirements.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    |
| 16   | Review and Testing; Acceptance                                     | SIT ,UAT, Security Review.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     |
| 17   | BCP/ DR (Business Continuity Plan/ Disaster Recovery) requirements | <p>Solution should be capable of adhering to Bank's BCP/DR guidelines and should setup below active-active setups as a replica of PR(production) site -</p> <ol style="list-style-type: none"> <li>1. DR Site</li> <li>2. Near DR Site</li> <li>3. Near PR Site.</li> </ol> <p>In case of an incident/issue/disaster at any site or due to Bank's instruction, system should be able to switch from any site to any site with no downtime or with a downtime (RTO) not higher than 10 minutes.</p> <p>Data should always be in sync at all the sites on real time basis with Zero RPO (Recovery Point Objective).</p> <p>Movement/Switchover or switchback to various sites should be in automated manner.</p> |
| 17.1 | High Availability                                                  | The system should be setup as per considering the high availability requirements and should be fault tolerant. In case of any failure/issue in any node,                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |

|      |                                                                 |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   |
|------|-----------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
|      |                                                                 | HA node should be able to continue running the application.                                                                                                                                                                                                                                                                                                                                                                                                                                       |
| 18   | POC System/ SIT – UAT – Pre-Prod System/ Test & Training System | Service provider should ensure setup of the required Non-Production environments as below: <ul style="list-style-type: none"> <li>• POC Setup = 1</li> <li>• Pre Prod = 1</li> <li>• UAT = 2</li> <li>• SIT = 2</li> <li>• Test &amp; Training = 1</li> </ul>                                                                                                                                                                                                                                     |
| 18.1 | Provision of Web SDK setup                                      | Service provide should setup a Web SDK in order to help remittance partners to streamline the development at their end for quick integration with Bank’s remittance platform.                                                                                                                                                                                                                                                                                                                     |
| 19   | Training                                                        | Bidder to provide applicable user manuals, solution documents, Training materials (including documents, PPTs, and video tutorials etc.). Bidder should provide in-person training sessions to Bank officials for necessary operations and hand-holding for the new software.                                                                                                                                                                                                                      |
| 20   | Payment schedule                                                | <p><b>Software Implementation</b> (Includes Cost of Software Solution as per specification and implementation, customization and integration):</p> <p><b>(on completion of each milestone)</b></p> <p>a. UAT - 30%</p> <p>b. Security Review - 10%</p> <p>c. Successful Production Rollout - 40%</p> <p>d. Successful replication in DR - 10%</p> <p>e. After 1 year of roll out - 10%</p> <p><b>Maintenance and Operations Support /Infra Support:</b><br/>Payment mode: Monthly in arrears.</p> |

**Remote Access and VPN Guidelines -**

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's.
- 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's 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.

**Appendix-F**

**Indicative Price Bid**

The indicative 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<br>(A) | Rate per item/Per resource/ Per Day etc. (as applicable)<br>(B) | Total Amount in Rupees<br>C =<br>A*B*24(working days in a month)*60 (5 years of tenure) | Proportion to Total Cost (in percentage) # |
|---------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------|-----------------------------------------------------------------|-----------------------------------------------------------------------------------------|--------------------------------------------|
| 1.      | Cost of Software Solution as per specification                                                                                                                                                                                      |                                 |                                                                 |                                                                                         |                                            |
| 2       | Implementation/ Customization & Integration                                                                                                                                                                                         |                                 |                                                                 |                                                                                         |                                            |
| 3.      | Comprehensive warranty for Software Solution mentioned in items above for ____ years from the go live date.                                                                                                                         |                                 |                                                                 |                                                                                         |                                            |
| 4       | Comprehensive annual maintenance/ATS/S&S for Software Solution mentioned above for 5 years, including annual renewal cost, if any, after the end of comprehensive warranty.<br>(This cost should be in the range 15% to 25% p.a. of |                                 |                                                                 |                                                                                         |                                            |





|    |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              |                                                                                                                                                                     |  |  |  |
|----|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------|--|--|--|
|    | license cost of software as quoted in S. No. 1 above).                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |                                                                                                                                                                     |  |  |  |
| 5. | <p>Onsite support (24x7x365)<br/>* (5 years of tenure)</p> <p>(i) Operational / Production Support – L1 &amp; L2<br/>ii) Infra/middleware support - L1 &amp; L2<br/>iii) Security &amp; Monitoring: (VA, PT, Security patching, etc.)</p> <p>Onsite for Dev<br/>(10x24(working days in a month)*60 (5 years of tenure))</p> <p>iv) Onsite development resources for CR &amp; customizations (in case IP rights provided to Bank)</p> <p>**Note – If any SI is bidder on behalf of any OEM, then minimum 3 resources of OEM should also be available for on-site support.</p> | <p>i) 15<br/>(L1 = 6, L2 = 7, L3 = 2)</p> <p>ii) &amp; iii) together:<br/>15<br/>(L1 = 6, L2 = 7, L3 = 2)</p> <p>iv) 10<br/>Sr. Developer = 6<br/>Developer = 4</p> |  |  |  |
| 6  | Any Other item (Please specify in detail)                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    |                                                                                                                                                                     |  |  |  |
|    | <b>Total*</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |                                                                                                                                                                     |  |  |  |

# The ‘Proportion to Total Cost’ percentage mentioned here will have to be maintained in the final price quote also by the successful Bidder. The percentage should be mentioned in two decimal places. Variation in the final price should not exceed +/- 5%. See illustration at the end.

\* This will be the Total Cost of Ownership (TCO)/Total Project Cost and should be quoted in the reverse auction.

Note --

1. The Bidders shall note that the above defined categories and number of resources are indicative in nature. The Bank may from time to time as per its requirements may procure additional resources by way of an issuance of Purchase Order over and above the



aforementioned number of resources during the contract period and the Service Provider shall provide such resources on the same rates as quoted in the above table.

2. Bidder is capable of providing 70% of the resources at each category within 3 months from the date of acceptance of PO.

3. Bidder should ensure clause no n. of Appendix – J (Penalties & SLA) captioned as “**DELIVERY SCHEDULE AND LIQUIDATED DAMAGES FOR HIRING OF RESOURCES ON T&M BASIS**” for resources on-boarding and conditions,

**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 authorised signatory

Seal of Bidder

**Illustration**

| <b>Particulars</b>                        | <b>Indicative Price Bid Quote (INR)</b> | <b>Proportion to Total Cost 'G' (in %age) of indicative price bid</b> | <b>Final Price (INR) in reverse auction</b> | <b>Minimum final price should not be below (INR)</b> | <b>Maximum final price should not exceed (INR)</b> |
|-------------------------------------------|-----------------------------------------|-----------------------------------------------------------------------|---------------------------------------------|------------------------------------------------------|----------------------------------------------------|
| <i>A</i>                                  | <i>B</i>                                | <i>C</i>                                                              | <i>D*</i>                                   | <i>E</i><br><i>(95% of D)</i>                        | <i>F</i><br><i>(105% of D)</i>                     |
| Item 1                                    | 25                                      | 13.16                                                                 | 9.87                                        | 9.38                                                 | 10.36                                              |
| Item 2                                    | 50                                      | 26.32                                                                 | 19.74                                       | 18.75                                                | 20.72                                              |
| Item 3                                    | 75                                      | 39.47                                                                 | 29.60                                       | 28.13                                                | 31.09                                              |
| Item 4                                    | 40                                      | 21.05                                                                 | 15.79                                       | 15.00                                                | 16.58                                              |
| <b>Grand Total<br/>(1 + 2 + 3 + 4)= G</b> | <b>190</b>                              | <b>100</b>                                                            | <b>75</b>                                   |                                                      |                                                    |

\* Ideal final price breakup based on final price of INR 75 quoted in the reverse auction.

**Appendix -G**

**Certificate of Local Content**

<Certificate from the statutory auditor or cost auditor of the Bank (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. : SBI/GITC/ITTSS/2024-25/1253 : Dated 26/12/2024**

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. \_\_\_\_\_/- (Rupees \_\_\_\_\_ only) for due performance of the obligations of the Service Provider in providing the Services, in accordance with the RFP/Purchase order/Agreement guaranteeing payment of the said amount of Rs. \_\_\_\_\_/- (Rupees \_\_\_\_\_ only) to SBI, if Service Provider fails to fulfill its obligations as agreed in RFP/Agreement.

WHEREAS, the Bank Guarantee is required to be valid for a total period of \_\_\_\_ months and in the event of failure, on the part of Service Provider, to fulfill any of its commitments / obligations under the RFP/Agreement, SBI shall be entitled to invoke the Guarantee.

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

**NOW THIS GUARANTEE WITNESSETH THAT**

1. In consideration of SBI having agreed to entrust the Service Provider for rendering Services as mentioned in the RFP, we, the Guarantors, hereby unconditionally and irrevocably guarantee that Service Provider shall fulfill its commitments and obligations in respect of providing the Services as mentioned in the RFP/Agreement and in the event of Service Provider failing to perform / fulfill its commitments / obligations in respect of providing Services as mentioned in the RFP/Agreement, we (the Guarantor) shall on demand(s), from time to time from SBI, without protest or demur or without reference to Service Provider and notwithstanding any contestation or existence of any dispute whatsoever between Service Provider and SBI, pay SBI forthwith the sums so demanded by SBI 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.**

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

## Appendix-J

### Penalties and SLA

- i. The Bidder shall perform its obligations under the agreement entered into with the Bank, in a professional manner.
- 1) "**Downtime**" subject to the SLA, means accumulated time during which the System is not available to the Bank's users due to in-scope system or infrastructure failure, and measured from the time the Bank log a call with the Bidder's help desk of the failure or the failure is known to the Bidder from the 'Availability Measurement Tools' to the time when the System is returned to proper operation. This excludes the scheduled outages planned in advance and the bandwidth link failures within SLA limits agreed with network service providers.
  - 2) "**Agreed Downtime**" means any downtime requested by the Service Provider or Bank and mutually agreed by the parties.
  - 3) "**Emergency Downtime**" means downtime during emergency patch deployment and emergency operating system upgrades as described in the Supplement.
  - 4) "**Excluded Downtime**" means the Total Minutes in the Month attributable to: Scheduled Downtime; Agreed Downtime; Emergency Downtime.
  - 5) "**Incident**" refers to any event / abnormalities in the functioning of the equipment /specified services that may lead to deterioration, disruption in normal operations of Bank's services.
  - 6) "**Response Time**" shall mean the time taken in responding to the incident.
  - 7) "**Resolution Time**" shall mean the time taken in resolving (diagnosing, trouble shooting and fixing) an incident after it has been reported at the helpdesk. The resolution time shall vary based on the category of the incident reported at the service desk. The category shall be defined and agreed between Bank and Service Provider.
  - 8) "**Scheduled operation time**" means the scheduled operating hours of the System for the month. All planned downtime on the system would be deducted from the total operation time for the month to give the scheduled operation time.
  - 9) Uptime will be computed based on availability of the applications to the Bank's users irrespective of availability of server(s) individual server/clusters. Also, non-compliance with performance parameters for business, network and environmental infrastructure and system / service degradation will be considered for downtime calculation.

10) Typical Resolution time will be applicable if systems are not available to the Bank's users and there is a denial of service.

11) Following are the requirements related to managing the service levels to be maintained in providing such services:

#### **Service Level Agreement(SLA) and Targets**

This section includes the SLAs which the Bank requires the Successful Bidder to manage as key performance indicators for the scope of work. The objective of the SLA is to clearly define the levels of services to be delivered by the Successful Bidder to the Bank for the duration of the contract.

The following section reflects the measurements to be used to track and report performance on a regular basis. The targets shown in the following sections are for the period of contract or its revision, whichever is earlier.

#### **Service Level Measurement**

- 1) Bank has defined in-scope services in the RFP and corresponding SLAs below. Bank shall evaluate the performance of the Successful Bidder on these SLAs compliance as per the periodicity defined.
- 2) The Successful Bidder shall provide, as part of monthly evaluation process, reports to verify the Successful Bidder's performance and compliance with the SLAs. Automated data capturing and reporting mechanism will be used for SLA reporting. The bidder may leverage various scientific **tools** to monitor and manage the Solution / IT Infrastructure and the same should be informed to the Bank.
- 3) If the level of performance of Successful Bidder for a particular metric fails to meet the minimum service level for that metric, it will be considered as a Service Level Default.
- 4) The Bidder shall provide the SLA Report on a quarterly basis and a review shall be conducted based on this report. A quarterly report shall be provided to the Bank at the end of every quarter, containing the summary of all incidents reported and associated Bidder performance measurement for that period. Performance measurements would be accessed through audits or reports, as appropriate, to be provided by the Bidder.
- 5) If the Service Provider is not able to achieve the SLA due to the hardware, network, or any other component provided by the Bank then the Service Provider needs to provide the justification to the Bank.  
However, the final decision will be with the Bank.

Proposed SLAs and related penalties for non-compliance

| Sr.No.                          | SLA                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 | Penalty For Non – Compliance                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |                                                |
|---------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------------------------|
| a.                              | <p>The Bidder shall ensure correct and proper posting or handling of transactions. Examples of erroneous or improper handling of transactions include, but are not limited to, double posting of transactions, non-posting of transaction, non-posting of transaction on the date when the transaction should have been posted, delayed posting such that the transaction results in customer complaint, posting to wrong accounts, etc.</p> <p>The Bidder shall furnish reports/MIS as per requirement of the Bank/Corporate customers.</p>                        | <p>The amount of penalty for each such incident shall be all of the following:</p> <p>A The amount of penalty that the Bank has to pay to the customer/merchant/remittance partner/ Government/etc. and any losses to the Bank will be recovered from The Bidder.</p> <p style="text-align: center;">AND</p> <p>B 1% of the transaction amount, minimum Rs. 5,100/- maximum Rs. 2,10,000/-</p> <p>C) Penalty for incorrect and/or delayed or non-submission of required report shall lead to penalty of Rs. 11,000/- for each instance.</p> |                                                |
| b.                              | <p>The Bidder shall ensure uptime of 99.99% calculated on a monthly basis, subject to the following:<br/>Scheduled downtime shall be excluded for the purpose of computing the downtime.<br/>Reasons attributable to the environment and scope managed by The Bidder will be taken into consideration.<br/>Downtime will include slowness of site.<br/>If any of the remittance partners are unable to connect to our any service offered by Bank, system will be treated as unavailable. Downtime due to issues in remittance partner system will be excluded.</p> |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             |                                                |
| Penalty at the rate given below |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             |                                                |
|                                 | Downtime in a calendar month                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        | Down time due to non- availability of more than any services* /journeys                                                                                                                                                                                                                                                                                                                                                                                                                                                                     | Down time due to the Application not available |
|                                 | Up to 15 Minutes                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    | Nil                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         | Nil                                            |
|                                 | > 15 Minutes up to 30 Minutes                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       | Rs. 25,000/-                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                | Rs. 1,00,000/-                                 |
|                                 | >30 Minutes up to 60 Minutes                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        | Rs. 1,00,000/-                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              | Rs. 3,00,000/-                                 |
|                                 | > 60 Minutes up to 2 Hours.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         | Rs. 3,00,000/-                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              | Rs. 6,00,000/-                                 |

|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  |                                                                                                                                                                                                                                                                                                                                      |                                                                                            |                                                                                                                            |                                                                                                                     |
|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------|
|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  | > 2 Hours up to 4 hours                                                                                                                                                                                                                                                                                                              | Rs. 5,00,000/-                                                                             | Rs. 10,00,000/-                                                                                                            |                                                                                                                     |
|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  | > 4 Hours                                                                                                                                                                                                                                                                                                                            | 5,00,000/- plus 1,00,000/- for down time of every 1 hour or part thereof                   | Rs. 10,00,000 + Rs. 2,00,000/- per hour of delay for each hour of delay beyond 4 hours maximum Rs.22 lakh per application. |                                                                                                                     |
| <p>Exclusions –</p> <p>Planned downtime, problems in hardware due to OEM (not in scope) defect, networking issues if not attributable to bidder fault, power and DNS; Core response due to Core issues; extended schedule downtime for which bidder do not have any control. However, if there is any reason which will be attributable to bidder, penalty will be applicable in above issues also.</p> <p>A reason will be considered as not attributable to bidder if it is attributable to another party and that party accepts it as attributable to it.</p> |                                                                                                                                                                                                                                                                                                                                      |                                                                                            |                                                                                                                            |                                                                                                                     |
| c.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               | <p>The Bidder shall categorize all incidents/events ("events") that have an adverse impact on the system as Low, Medium or High. The categorization has to be approved by Bank. The high category event should be advised immediately. The Bidder shall advise medium and low events to the Bank within 30 minutes of the event.</p> |                                                                                            | <p>Penalty at the rates given below (after receipt of reports):</p>                                                        |                                                                                                                     |
|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  | <p>The Bidder shall ensure suitable preventive and/or corrective action based upon the report immediately after occurrence of the event, failing which penalties will be levied as mentioned below</p>                                                                                                                               |                                                                                            |                                                                                                                            |                                                                                                                     |
| d.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               | <b>Particulars</b>                                                                                                                                                                                                                                                                                                                   | <b>Low</b>                                                                                 | <b>Medium</b>                                                                                                              | <b>High</b>                                                                                                         |
|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  | Penalty for delay in reporting incidences                                                                                                                                                                                                                                                                                            | Rs.1000/- for every working day of delay                                                   | Rs.2,500/- for every working day of delay.                                                                                 | Rs.5,000/- for every working day of delay.                                                                          |
|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  | Penalty for delay in taking corrective action                                                                                                                                                                                                                                                                                        | Rs.1,000/- for delay beyond 2 hours, after the rectification has been approved by the Bank | Rs.5,000/- for delay beyond 30 minutes, after the rectification has                                                        | Rs.10,000/- for delay beyond 15 Minutes and for every 15 minutes or, part thereof, after the rectification has been |

|                                                                                                                                                                                                                                                                                                                    |                                                                                                                                                                                                                                                                                                                                                                                                                                                 |                                                                                         |                       |
|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------|-----------------------|
|                                                                                                                                                                                                                                                                                                                    |                                                                                                                                                                                                                                                                                                                                                                                                                                                 | been approved by the Bank.                                                              | approved by the Bank. |
|                                                                                                                                                                                                                                                                                                                    | <p>The definition of Low, Medium and High will be corresponding to Low, Medium and (High + Critical) categories, respectively. The Bank shall decide upon whether or not to accept Bidder's classification and the Bank may re- classify where considered necessary. The Bank's decision in this regard shall be final and binding. This penalty clause will be applicable in addition to the penalty clauses of downtime in this document.</p> |                                                                                         |                       |
| e.                                                                                                                                                                                                                                                                                                                 | <p>Start date-end date of all deliverable Software Components /Modules /Installations/Integrations/Customizations/Change Requests (As and when raised by Bank) will be provided to the Bank by The Bidder along with WBS (Work Break-Down Structure) including all SDLC phases/steps i.e. Dev, SIT, UAT, ETA Review, Security Review and production deployment.</p>                                                                             |                                                                                         |                       |
| f.                                                                                                                                                                                                                                                                                                                 | <p>Delay in providing the above said details after the Software Component /Module /Integration / Customization / CR/ Solution has been signed off (working days</p>                                                                                                                                                                                                                                                                             | <p>Penalty for each Software Components /Module /Integration / Customization / CR</p>   |                       |
|                                                                                                                                                                                                                                                                                                                    | <p>&gt; = 3 days but &lt; 5 days</p>                                                                                                                                                                                                                                                                                                                                                                                                            | <p>Rs. 1,000/- per day for each day of delay from the 1st day.</p>                      |                       |
|                                                                                                                                                                                                                                                                                                                    | <p>&gt; = 5 days but &lt; 10 days</p>                                                                                                                                                                                                                                                                                                                                                                                                           | <p>Rs.5,000/- per day for each day of delay from the 1st day.</p>                       |                       |
|                                                                                                                                                                                                                                                                                                                    | <p>&gt; = 10 days but &lt; 15 days</p>                                                                                                                                                                                                                                                                                                                                                                                                          | <p>Rs. 10,000/- per day for each day of delay from the 1st day.</p>                     |                       |
|                                                                                                                                                                                                                                                                                                                    | <p>&gt; = 15 days</p>                                                                                                                                                                                                                                                                                                                                                                                                                           | <p>Rs. 25,000/- per day for each day of delay from the 1st day maximum Rs.2.50 lakh</p> |                       |
| <p>Exclusions –</p> <p>i. Delay in delivery dates and change in priority is permissible with written prior approval from the Bank.</p> <p>ii. Delay due to change in requirements from Banks end.</p> <p>iii. Duration of delay in testing on account of dependencies on Core/Remittance Partner/Network, etc.</p> |                                                                                                                                                                                                                                                                                                                                                                                                                                                 |                                                                                         |                       |

|    |                                                                                                                                                                                                                                                                                                                                                              |                                                                                                      |                                                                                                                               |
|----|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------|
|    | <p>iv. Changes arising, which are out of the scope of the given requirement.</p> <p>v. Delay due to infrastructure failure in staging and other dependable environments like staging, Core, Network of other departments.</p>                                                                                                                                |                                                                                                      |                                                                                                                               |
| g. | Security and Audit observations                                                                                                                                                                                                                                                                                                                              |                                                                                                      |                                                                                                                               |
|    | <p>Observations related to IS Audit, SCD, VA/PT, SIEM, DAM, PIMS, SOC including N/W CSR, CSR, RBI IT Examination, RBI GAP assessment or any audit(s)/observation(s).</p> <p>(OEM dependency will not be applicable for penalty.)</p>                                                                                                                         | <p>To be fixed with in stipulated timelines by Bank and no case later than 30 days of reporting.</p> | <p>Any delay will attract penalty of Rs. 5,500 per open observation beyond 30 days for every subsequent defaulting month.</p> |
|    | <p>However, if any observation required more than 30 days' time to fix same will be advised to Bank after initiating suitable action and provide rational reason for the same and acceptable to the bank.</p>                                                                                                                                                |                                                                                                      |                                                                                                                               |
|    | <p>Security incident/ observations should be closed immediately.</p>                                                                                                                                                                                                                                                                                         | <p>Immediately with in the given timeline</p>                                                        | <p>Any delay will attract penalty of Rs 50,000/- per day or part thereof.</p>                                                 |
| h. | <p>Penalty for defects (post release) on the part of Bidder :<br/>For every defective Software Component /Module /Integration / Customization / CR/ Solution or any defect affecting Remittance partners' success rate.</p>                                                                                                                                  |                                                                                                      | <p>Penalty at the rates given below:</p>                                                                                      |
|    | <b>Category of defect</b>                                                                                                                                                                                                                                                                                                                                    | <b>Module / Software Component</b>                                                                   | <b>Change Request (CR)</b>                                                                                                    |
|    | Minor                                                                                                                                                                                                                                                                                                                                                        | Rs. 2,000/-                                                                                          | Rs.1,000/-                                                                                                                    |
|    | Medium                                                                                                                                                                                                                                                                                                                                                       | Rs. 5,000/-                                                                                          | Rs.2,000/-                                                                                                                    |
|    | Major                                                                                                                                                                                                                                                                                                                                                        | Rs. 10,000/-                                                                                         | Rs.5,000/-                                                                                                                    |
|    | Critical                                                                                                                                                                                                                                                                                                                                                     | Rs. 1,00,000/-                                                                                       | Rs. 50,000/-                                                                                                                  |
|    | <p><b>Minor means:</b> Where defect is very small, and it does not affect Bank's business or the functionality of the product. E.g., typo errors, etc.</p> <p><b>Medium means:</b> Where business is likely to get impacted or it affects the functionality of the product. E.g. errors in tables, errors in facts/figures (like rate of interest), etc.</p> |                                                                                                      |                                                                                                                               |

|                      | <p><b>Major means:</b> Where business gets impacted immediately and/or it affects the associated integrations of the functionality. E.g., site to site integration.</p> <p><b>Critical means:</b> Where the Bank's image has been impacted adversely or the Bank was exposed to reputational risk or the Bank has been exposed to a financial loss or a risk or possibility of financial loss.</p> <p>The categorization of minor, medium, major or critical shall be done by Bidder. However, Bank may not accept the categorization done by Bidder and reclassify the defect. Bank's decision in this regard will be final.</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 |                                                                                                                                                                                                        |                      |                            |                  |                           |
|----------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------|----------------------------|------------------|---------------------------|
| i.                   | <p>The Bidder shall share the documents pertaining to the Software Components /Modules/ Installations/ Integrations/ Customizations/Change Requests (As and when raised by Bank) to Bank as soon as possible after completion of the task. Documents shall include process flow documents, test reports, acceptance reports, applicable user manuals, solution documents, Training materials (including documents, PPTs, and video tutorials etc.), Low Level Design Documents(covering code walk through, Data Flow Diagrams(DFDs) and E-R Diagrams for all referred DB tables.</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              | <p>For each day of delay in sharing the document to the concerned departments / verticals/ teams of Bank after 7 days of release/completion of the task, penalty will be Rs. 5,000/- for each day.</p> |                      |                            |                  |                           |
| j.                   | <p><b>Customer Support –</b></p> <p>Bidder has to ensure pro-active redressal of all support tickets (through any mode viz. service desk, CRM, Customer support portal ticket, email etc.), customer complaints, and escalations, support queries by customers or Bank officers.</p> <p>These has to be addressed as soon as possible within specified timelines.</p> <table border="1" data-bbox="261 1507 1493 1641"> <thead> <tr> <th data-bbox="261 1507 1019 1574">Tickets closed after</th> <th data-bbox="1019 1507 1493 1574">Penalty per ticket per day</th> </tr> </thead> <tbody> <tr> <td data-bbox="261 1574 1019 1641">T+2 days onwards</td> <td data-bbox="1019 1574 1493 1641">1000/- per day per ticket</td> </tr> </tbody> </table> <p><b>Exclusions –</b></p> <ol style="list-style-type: none"> <li>Absence of customer support associate due to natural calamities and other disturbances which are not under control of Bidder.</li> <li>Delay from Bank branch side or remittance partner side.</li> <li>Delay in disposal due to non-availability of network issue beyond the control of Bidder.</li> <li>Delay due to third party dependency.</li> </ol> |                                                                                                                                                                                                        | Tickets closed after | Penalty per ticket per day | T+2 days onwards | 1000/- per day per ticket |
| Tickets closed after | Penalty per ticket per day                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        |                                                                                                                                                                                                        |                      |                            |                  |                           |
| T+2 days onwards     | 1000/- per day per ticket                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |                                                                                                                                                                                                        |                      |                            |                  |                           |



|    |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     |                                                                                                                                                      |
|----|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------|
| k. | Bidder will arrange for periodical training of its resources (associated for support to SBI project/ application/ software solution) and report the same to SBI. Each resource will undergo training at least once in six months in an area of relevance for that resource for 40 Hours / 5 Days.                                                                                                                                                                                                                                                                                                   | Rs.5,000/- for each resource not trained. (Resources who have worked for less than 3 months during the year will be excluded from this computation.) |
| l. | <p><b>Non-availability of staff:</b> Bidder shall ensure that the staff (associated for support to SBI project/ application/ software solution) on duty is available during the hours (VPN/ONSITE / WFH) when they should have been on duty. Staff will be deemed to be not on duty –</p> <p>If</p> <p>a) An officer of the Bank up to Scale IV has called the staff and found that he was not on duty, and this was confirmed by another officer superior to the calling officer.</p> <p>b) An officer of the Bank of Scale V or above has called the staff and found that he was not on duty.</p> | Rs.1,000/- per instance per employee                                                                                                                 |
| m. | <p><b>Ontime Delivery of Product and Services –</b></p> <p>Bidder is expected to deliver the product including all phases of SDLC (Setup, Dev, SIT, UAT, ISD Clearance) within 3 months or the timeline requirement as per Bidder response submitted in Appendix – C which ever is higher.</p>                                                                                                                                                                                                                                                                                                      | Rs. 5000/- per day                                                                                                                                   |

**The maximum penalty in a year under the above penalty clauses will be capped to 5% of the Yearly Invoice or base price of the product which-ever is higher.**

**n. DELIVERY SCHEDULE AND LIQUIDATED DAMAGES FOR HIRING OF RESOURCES ON T&M BASIS**

As per the requirements of the Bank, Purchase Order (PO) will be issued for hiring resources on T&M basis. Service Provider shall adhere to following timelines while providing the resources on T&M basis:

Service Provider shall provide acknowledgement within 2 (two) Working Days from receipt of PO.

Service Provider shall provide PO acceptance within 5 (five) Working Days from date of acknowledgement of PO.

Service Provider shall provide detailed CV(s) specifying the professional experience of minimum of 120% (decimals will be rounded off to higher digit) of total number of resources required per category as per the PO within 14 (fourteen) Working Days from the date of acceptance of PO. The initial screening / interview must be done by the Service Provider as per their standard procedure before submitting the CV(s) to the Bank.

The Bank shall interview, if required, and finalise the resources within 10 (ten) days of the receipt of CV by the Bank.

In case any or all resources are not found suitable by the Bank, then the same shall be communicated to the Service Provider within 2 working days of the interview. The Service Provider shall provide additional CVs within 10 (ten) days of such communication. The number of additional CVs shall not be less than the number of remaining resources to fulfill the Bank's requirement as per the PO. In case, even the additional resources are not found suitable by the Bank, then the Bank reserves the right to cancel the PO in whole or in part.

The shortlisted resources will have to report within 35 (thirty-five) days from the date of communication by the Bank to Service Provider or a later period that may be specified in the PO.

Service Provider shall co-ordinate and arrange for conducting interview by the Bank either in person or through VC / Skype etc. of the resource in a time bound manner. Bank should facilitate the necessary gate pass for in person interview.

The interview of the resources before joining and thereafter on replacements /addition will be done by the Bank and the decision of Bank to onboard the resource will be final and binding on the Service Provider.

Biometrics of resources will be captured at the time of onboarding for the purpose of attendance.

Service Provider will submit BGC (Background Check) as per the prescribed format of the Bank and PVR (Police Verification Report) applied for copy within 7 (seven) days of boarding of resources. Police Verification Report duly issued by Police authorities shall be submitted within 90 days of onboarding of resource,

The Bank will not consider substitution of resources during the engagement period mentioned in respective PO unless for reasons such as death or medical incapacity or if the professional staff has left the Service Provider's organization.

In case the resource is unable to work due to medical incapacity, a certificate is to be provided from a registered medical practitioner within a week of such incident.

In case of substitution mandated due to reasons stated in para (g) above, a notification should be provided by Service Provider within seven days of such event. For the purpose of calculating the timelines for providing CV's, arranging interview and on-boarding of resources, the PO receipt date as mentioned in para (a) of Delivery schedule shall be replaced with the date of such notification given to the Bank.

In case substitution is mandated due to resource leaving Service Provider's organization, a notice period of 45 (forty-five) days along with CVs of a minimum 120% (decimals will be rounded off to higher digit) of total number of resource(s) to be substituted are to be provided to the Bank.

Placement of substitution resources have to be made at least one month before the date of the discharge of the resource leaving the work assigned by the Bank under respective PO.

The resource leaving the work assigned by the Bank under respective PO shall be required to provide knowledge transfer as per job card for at least a month.

The Bank will not make payment for the substitution resource during transition and knowledge transfer period.

In case the transition and knowledge transfer period of one month is completed before the completion of the notice period, then the existing resource can leave and payment will be made only for the substitution resource after the completion of transition and knowledge transfer period.

The resources provided will have to work on all working days of the Bank for eight hours per day, excluding one hour for lunch/ dinner/ any refreshment break etc, in any shift (exclusion of one hour break is not applicable in 24X7 shift) as specified in Purchase Order. Calculation of pro-rata rate per hour per resource for deduction or additional payment will be derived by dividing the rate per day per resource by 8 hours.

Illustration:

Rate per day per resource = Rs 1,000

Rate per hour per resource = Rs 1,000 ÷ 8  
= Rs 125

If necessary, resources may also be required to work beyond normal working hours of respective shift depending on exigencies of the work for which additional payment would be made on pro-rata basis.

Prior approval of the Bank would be required in case resource is unable to attend office on time or leave early on a particular working day. In such case, payment will be calculated on pro rata basis.

In case, the resource reports late or leaves early during normal working days or does not attend office at all without prior approval of the Bank, then twice the rate per hour per resource of respective category of resource shall be deducted on pro-rata basis.

Illustration:

Rate per day per resource = Rs 1,000

Rate per hour per resource = Rs 1,000 ÷ 8  
= Rs 125

No. of days worked in a month including Holidays/Sundays (8 hours/day) = 21

No. of days not attended without prior approval of the Bank = 3

Total no. of hours attended late or left early

without prior approval of the Bank = 4 hours (out of the 21 days attended)

Total payable for the month = Rs 1,000 x 21 – Rs.1,000 x 2 x 3 – Rs 125 x 2 x 4  
= Rs 14,250/-

For the purpose of calculating payment on pro-rata basis for deduction or additional payment, part of an hour shall be considered as full hour.

The Bank, by providing written notice of not less than 60 (sixty) days to Service Provider, may seek replacement of any associate under the respective Purchase Order for its convenience.

| S.No | Description                                                                                                                                                                                                                                                                                                                                  | Liquidated Damages/LD*                                                                                                                                                                   |
|------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| 1    | Service Provider shall provide acknowledgement within 2 Working Days from receipt of PO                                                                                                                                                                                                                                                      | Rs. 100,000 per day for delay in providing acknowledgement subject to maximum up to Rs. 5,00,000.                                                                                        |
| 2    | Service Provider shall provide PO acceptance within 5 Working Days from date of acknowledgement of PO.                                                                                                                                                                                                                                       | Rs. 100,000 per day for delay in providing acceptance subject to maximum up to Rs. 5,00,000.                                                                                             |
| 3    | Service Provider shall provide detailed CVs specifying the professional experience of minimum 120% of the number of resources required per category as per the PO within 14 Working Days from the date of acceptance of PO or within 7 days for submission of additional CVs as mentioned in para (a) of Delivery schedule and Scope of work | 0.35% of the yearly PO value corresponding to the pending resumes per day subject to maximum up to 1.75% of the yearly PO value corresponding to the pending resumes.                    |
| 4    | The resources have to report within 35 days from the date of finalization of the resources by the Bank or a later period that may be specified in the PO.                                                                                                                                                                                    | 0.50% of the yearly PO value corresponding to the pending resources to be onboarded per day subject to maximum up to 3% of the yearly PO value of the resources pending to be onboarded. |
| 5    | Provision of CVs and onboarding of substitute resources as specified in Clauses (j) as defined in this annexure                                                                                                                                                                                                                              | The Liquidated Damages as mentioned in S. No 3 and 4 mentioned above will apply.                                                                                                         |

\* Liquidated Damages as mentioned above shall only be applicable where hiring of resources is on T&M basis.

\* Maximum cap of liquidated damages under the respective PO will be 5% of total PO value.

\* For arriving at PO value or yearly PO value for calculation of LD, number of days will be considered as 22.



**Appendix-K**

**SERVICE LEVEL AGREEMENT**

**Agreement for Procurement & Implementation of Cross Border  
Remittances**

**Between**

**STATE BANK OF INDIA, IT-Treasury Support Services, GITC**

**And**

\_\_\_\_\_

**Date of Commencement** : \_\_\_\_\_

**Date of Expiry** : \_\_\_\_\_

This agreement (“Agreement”) is made at \_\_\_\_\_ (Place) on this \_\_\_\_\_ day of \_\_\_\_\_ 2024.

BETWEEN

**State Bank of India**, constituted under the State Bank of India Act, 1955 having its Corporate Centre 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,<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 First Part:

AND

\_\_\_\_\_ <sup>2</sup> a private/public limited company/LLP/Firm *<strike off whichever is not applicable>* incorporated under the provisions of the Companies Act, 1956/ Limited Liability Partnership Act 2008/ Indian Partnership Act 1932 *<strike off whichever is not applicable>*, having its registered office at \_\_\_\_\_ hereinafter referred to as “**Service Provider/ Vendor**”, which expression shall mean to include its successors in title and permitted assigns of the Second Part:

WHEREAS

- (i) “The Bank” is carrying on business in banking in India and overseas and desirous to avail services for \_\_\_\_\_ ;<sup>3</sup>
- (ii) \_\_\_\_\_;
- (iii) \_\_\_\_\_; and
- (iv) Service Provider is in the business of providing \_\_\_\_\_ and has agreed to provide the services as may be required by the Bank mentioned in the Request of 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.

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

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

<sup>3</sup> Please provide the brief introduction, facts and circumstances which lead to the present agreement (preamble of the 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:< Strike of whichever is inapplicable.>
- 1.1.2 “Confidential Information” shall have the meaning set forth in Clause 14.
- 1.1.3 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. *<Strike off if not applicable as per scope of services>*
- 1.1.4 “Deficiencies” shall mean defects arising from non-conformity with the mutually agreed specifications and/or failure or non-conformity in the Scope of the Services.



1.1.5 “Documentation” will describe in detail and in a completely self-contained manner how the User may access and use the ..... (name of the Software/ Hardware/ Maintenance Services) ~~<Strike off whichever is inapplicable>~~,<sup>4</sup> such that any reader of the Documentation can access, use and maintain all of the functionalities of the ..... (Service)<sup>5</sup>, 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 Product components, list of all dependent/external modules and list of all documents relating to traceability of the Product as and when applicable etc.

1.1.6 “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).

1.1.7 “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.

1.1.8 “Request for Proposal (RFP)” shall mean RFP NO. SBI/GITC/ITTSS/2024-25/1253 : Dated 26/12/2024 along with its clarifications/ corrigenda issued by the Bank time to time.

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<sup>4</sup> Name of Software/ Maintenance services

<sup>5</sup> Name of Software

1.1.9 “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.

1.1.10 ‘Services’ shall mean and include the Services offered by Service Provider under this Agreement more particularly described in Clause 2 of this Agreement.

**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.

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 & 2.

## 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 **Appendix-E**.

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 here under, 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>6</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 fails to issue credit note/ revised invoice, the Bank shall have right to withhold the payment or set-off penal amount from current invoices.

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<sup>6</sup> Please determine the applicability of the taxes.

### 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 the risk of non-performance of Service Provider in respect of successful implementation of the project and/or failing to perform / fulfil its commitments / obligations in respect of providing Services as mentioned in this Agreement; 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>7</sup> specified in this Agreement.
- 3.5.5 Service Provider shall be liable to pay penalty at the rate mentioned in **Annexure-E** in respect of any delay beyond the permitted period in providing the Services.
- 3.5.6 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.

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<sup>7</sup> Please ensure that the time scheduled is suitably incorporated in the Agreement.

On reaching the maximum of penalties specified the Bank reserves the right to terminate the contract.

#### **4. LIABILITIES/OBLIGATION**

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

- (i) Processing and authorising invoices
- (ii) \_\_\_\_\_

##### **4.2 Service Provider Duties**

- (i) Service Delivery responsibilities
  - (a) To adhere to the service levels documented in this Agreement.
  - (b) Service Provider shall ensure to filter all phishing / spamming / overflow attacks in order to ensure availability and integrity on continuous basis.
  - (c) 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.
  - (d) 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.
  - (e) 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. *<Strike off if not applicable as per scope of services>*



- (f) Service Provider shall report the incidents, including cyber incidents and those resulting in disruption of service and data loss/ leakage immediately but not later than one hour of detection.
- (g) The Service Provider shall execute Data Processing Agreement on the format attached as Appendix-G to this RFP. < This term is applicable where the activities for which selection of Vendor/ outsourcing of activities involve access/sharing/transfer of Personal Data/PII of EU/UK NRI customers. STRIKE OFF, IF NOT APPLICABLE.>
- (h) The Service Provider agrees to comply with the obligations arising out of the Digital Personal Data Protection Act, 2023, as and when made effective. Any processing of Personal Data by the Service Providers in the performance of this Agreement shall be in compliance with the above Act thereafter. The Service Provider shall also procure that any sub-contractor engaged by it shall act in compliance with the above Act, to the extent applicable. The Service Provider understands and agrees that this agreement may have to be modified in a time bound manner to ensure that the provisions contained herein are in compliance with the above Act.
- (i) \_\_\_\_\_ <the concerned dept. may add duties depending on the nature of agreement>
- (ii) Security Responsibility
  - (a) To maintain the confidentiality of the Bank's resources and other intellectual property rights.
  - (b) \_\_\_\_\_
  - (c) \_\_\_\_\_

## 5. REPRESENTATIONS & WARRANTIES

5.1 Each of the Parties represents and warrants in relation to itself to the other that:



- 5.1.1 It has all requisite corporate power and authority to execute, deliver and perform its obligations under this Agreement and has been fully authorized through applicable corporate process to do so.
- 5.1.2 The person(s) signing this Agreement on behalf of the Parties have the necessary authority and approval for execution of this document and to bind his/their respective organization for due performance as set out in this Agreement. It has all necessary statutory and regulatory permissions, approvals and permits for the running and operation of its business.
- 5.1.3 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') (including appropriate limited right of use of those owned by any of its vendors, affiliates or subcontractors) which it provides to the other Party, for use related to the Services to be provided under this Agreement.
- 5.1.4 It will provide such cooperation as the other Party reasonably requests in order to give full effect to the provisions of this Agreement.
- 5.1.5 The execution and performance of this Agreement by either of the Parties does not and shall not violate any provision of any of the existing Agreement with any of the party and any other third party.

**5.2 Additional Representation and Warranties by Service Provider**

- a) 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.
- b) 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.
- c) Service Provider shall duly intimate to the Bank immediately, the changes, if any in the constitution of Service Provider.

- d) Service Provider warrants that to the best of its knowledge, as on the Effective Date of this Agreement, the Services provided by Service Provider to the Bank do not violate or infringe any patent, copyright, trademarks, trade secrets or other intellectual property rights of any third party. Also, the Service Provider has not received any notice of violation of any Intellectual Property Right in relation to the Services being provided by the Service Provider under this Agreement.
- e) 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 and when requested. Further, the Service Provider agrees and undertakes that upon request by the Bank it shall provide information to the Bank regarding such third parties engaged by the Service Provider in relation to the Services under this Agreement.
- f) Service Provider warrants that the software deployed/ upgraded for providing Services as a part of this Agreement 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 deployed as well as any subsequent versions/modifications done) and does not violate the Intellectual Property Rights of any third party. Software deployed/ upgraded for providing Services as a part of this Agreement shall remain free from Open Web Application Security Project (OWASP) Top 10 vulnerabilities (latest) during the term of this Agreement.
- g) 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.
- h) Service Provider warrants that it shall be solely liable and responsible for compliance of applicable Labour Laws in respect of its employee, agents, representatives and sub-contractors (if allowed) and in particular laws relating to terminal benefits such as pension, gratuity, provided fund, bonus or other benefits to which they may be entitled and the laws relating to contract labour, minimum wages, etc., and the Bank shall have no liability in this regard.

- i) Service Provider agrees that the Bank may, either itself or through its authorized representative shall have right to perform ethical hacking on public IPs and URLs of Service Provider, wherein the Bank has integrations.
- j) Service Provider at its own expenses, agrees to provide audit report of the process and infrastructure from CERT-In empanelled ISSP, periodically, at least once in a year or as requested by the Bank.
- k) Service Provider shall ensure confidentiality, integrity, and availability of the Bank's information at all times and shall comply with regard to the followings:
- **Acceptable Usage Policy:** Information assets of Service Provider should be provided to its authorized users only for the intended purpose and users shall adhere to safe and acceptable usage practices.
  - **Email Usage:** The employees of Service Provider shall use authorized media only for email communication.
  - **Password Management:** Service Provider shall have a password management system in place, which ensures secure passwords.
  - **Physical and Environmental Security:** Service Provider shall provide sufficient guidance for its employees with respect to physical and environmental security.
  - **Logical Access Control and User Access Management:** The access to information and information systems shall be according to the principles of "least privilege" and "need to know" basis to authorized users of Service Provider.
  - **Infrastructure Security:** Service Provider shall ensure correct and secure operations of information processing facilities.
  - **Change Management:** Service Provider shall provide a managed and orderly method in which changes to the information technology environment are requested, tested, and approved prior to installation or implementation.
  - **Information Security Incident Management:** Service provider shall ensure effective management of information security incidents, including the preservation of digital evidence.
  - **Communications Strategy:** Service provider shall ensure prevention of unauthorized access to communications traffic, or to any written information that is transmitted or transferred.
  - **Service Provider Relationship:** Service provider shall ensure that information security risks related to outsourcing of Services to any other party, if permitted by the Bank, shall be assessed, and managed regularly, to the satisfaction of the Bank.
  - **Digital Risk:** Service Provider shall ensure that electronic data is gathered and preserved in a systematic, standardized, and legal manner to ensure the admissibility

of the evidence for the purpose of any legal proceedings or investigations, whenever demanded by the Bank.

- **Change Management:** Service Provider shall provide a managed and orderly method in which changes to the information technology environment (including, database, operating system, application, networking etc.) are requested, tested, and approved prior to installation or implementation.
- **Port Management:** Service Provider shall ensure that the controls are implemented for secure port management so as to protect the network from unauthorized access.
- **Patch Management:** Service Provider shall ensure that the security patches to information assets and systems are correctly and completely updated in a timely manner for known vulnerabilities.
- **Backup Management:** Service Provider shall ensure that regular backup is taken so that, when necessary, information may be restored from backup media to return the application, database, operating system etc. to production status.
- **Access Management:** Service Provider shall limit access to information and information processing facilities for authorized users only.
- **Log Management:** Logging shall be enabled on all systems of Service Provider to ensure audit trail is maintained every time.
- Service Provider shall have an anti-virus solution with regular updates to protect their system against malicious attacks in the form of virus, malware, trojans etc.

## 6. GENERAL INDEMNITY

- 6.1 Service Provider agrees and hereby keeps the Bank indemnified against all claims, actions, loss, damages,, costs, expenses, charges, including legal expenses (Attorney, Advocates fees included) which the Bank may suffer or incur on account of (i) Services Provider's breach of its warranties, covenants, responsibilities or obligations; or (ii) breach of confidentiality obligations mentioned in this Agreement; or (iii) any 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 additional cost, to avoid or rectify any issues which thereby results in non-performance of software/ hardware/ deliverables 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 assistances 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 found to be in 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 F.

## **9. LIQUIDATED DAMAGES**

If Service Provider fails to deliver and 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 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.

## **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 / product used/supplied by Service Provider for performing Services for the Bank as part of this Agreement, Service Provider shall have right to use as well as right to license such technology/ software / 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 below mentioned sub-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 costs, 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 the Services or use of the technology / software / products or any part thereof in India or abroad.
- 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); or (ii) any unauthorized modification or alteration of the deliverable (if any) by the Bank.

### **13. INSPECTION AND AUDIT**

- 13.1 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.
- 13.2 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.

13.3 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 reviews with their findings undertaken by Service Provider. However, Service Provider shall not be obligated to provide records/ data not related to Services under the Agreement (e.g. internal cost breakup etc.).

13.4 Service Provider shall grants unrestricted and effective access to a) data related to the Services; b) the relevant business premises of the Service Provider; subject to appropriate security protocols, for the purpose of effective oversight use by the Bank, their auditors, regulators and other relevant Competent Authorities, as authorised under law.

#### **14. CONFIDENTIALITY**

14.1 “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.

- 14.2 All information relating to the accounts of the Bank's customers shall be confidential information, whether labeled as such or otherwise.
- 14.3 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 similar to comply with the confidential obligations under this Agreement.
- 14.4 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.
- 14.5 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.
- 14.6 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.

- 14.7 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 a receiving party in breach of the terms hereof.
  - (ii) Where any Confidential Information was disclosed after receiving the written consent of the 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.
- 14.8 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.
- 14.9 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.
- 14.10 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.
- 14.11 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 by Service provider without the Bank's written consent.

- 14.12 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.

## **15. OWNERSHIP**

- 15.1 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.
- 15.2 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.
- 15.3 All information processed by Service Provider during software 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.

## 16. TERMINATION

16.1 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:

- a) 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;
- b) If Service Provider fails to perform any other obligation(s) under the Agreement;
- c) Violations of any terms and conditions stipulated in the RFP;
- d) On happening of any termination event mentioned herein above in this Agreement.

Prior to providing a written notice of termination to Service Provider under above mentioned sub-clause (i) to (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.

16.2 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.

16.3 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, Services similar to those undelivered and subject to clause 20 Service Provider shall be liable to the Bank for any increase in costs for such similar Services. However, Service Provider, in case of part termination, shall continue the performance of the Agreement to the extent not terminated.

16.4 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.

16.5 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.

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

16.7 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.

## **17. DISPUTE REDRESSAL MACHANISM & GOVERNING LAW**

17.1 All disputes or differences whatsoever arising between the parties out of or in connection with this Agreement, if any, or in discharge of any obligation arising out of this Agreement and the Contract (whether during the progress of work or after completion of such work and whether before or after the termination of the contract, abandonment or breach of the contract), shall be settled amicably. If

however, the parties are not able to solve them amicably within 30 (Thirty) days after the dispute occurs, as evidenced through the first written communication from any Party notifying the other regarding the disputes, the same shall be referred to and be subject to the jurisdiction of competent Civil Courts of Mumbai only. The Civil Courts in Mumbai, Maharashtra shall have exclusive jurisdiction in this regard.

- 17.2 Service Provider shall continue work under the Contract during the dispute resolution proceedings unless otherwise directed by the Bank or unless the matter is such that the work cannot possibly be continued until the decision of the competent court is obtained.
- 17.3 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.

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

- 18.1 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.

- 18.2 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.

#### **19. 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.

#### **20. LIMITATION OF LIABILITY**

- 20.1 The maximum aggregate liability of Service Provider, subject to below mentioned sub-clause 20.3, 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.
- 20.2 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.
- 20.3 The limitations set forth in above mentioned sub-Clause 20.1 shall not apply with respect to:



- (i) claims that are the subject of indemnification pursuant to Clause 12<sup>8</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 above mentioned sub-clause 20.3(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, 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.

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<sup>8</sup> Please see Clause 12 ‘IPR Indemnification’

## **21. FORCE MAJEURE**

- 21.1 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.
- 21.2 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.
- 21.3 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.
- 21.4 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.

## **22. NOTICES**

- 22.1 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).

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

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

(a) In the case of the Bank

State Bank of India, Global IT Centre,  
IT – Treasury Support Services,  
2<sup>nd</sup> Floor, ‘A’ Wing, Tower 1, L&T Seawoods Bldg,  
Sector 40, Seawoods, Navi Mumbai – 400 706.

(b) In case of Service Provider

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

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

### 23. GENERAL TERMS & CONDITIONS

23.1 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. *< Strike of whichever is inapplicable >*

23.2 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.

23.3 SUCCESSORS AND ASSIGNS: This Agreement shall bind and inure to the benefit of the parties, and their respective successors and permitted assigns.

23.4 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.

- 23.5 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.
- 23.6 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.
- 23.7 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
- 23.8 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.
- 23.9 DUE AUTHORISATION: 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.
- 23.10 COUNTERPART: This Agreement is 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**

**By:**

**Name:**

**Designation:**

**Date:**

WITNESS:

1.

2.

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

**By:**

**Name:**

**Designation:**

**Date:**

1.

2.

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**Appendix -L**

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

And Whereas

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

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

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

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

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

2. **Restrictions**

- (a) Each party shall treat as confidential the Contract and any and all information (“confidential information”) obtained from the other pursuant to the Contract and shall not divulge such information to any person (except to such party’s “Covered Person” which term shall mean employees, contingent workers and professional advisers of a party who need to know the same) without the other party’s written consent provided that this clause shall not extend to information which was rightfully in the possession of such party prior to the commencement of the negotiations leading to the Contract, which is already public knowledge or becomes so at a future date (otherwise than as a result of a breach of this clause). Receiving Party will have executed or shall execute appropriate written agreements with Covered Person, sufficient to enable it to comply with all the provisions of this Agreement. If 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 used or disclosure of Confidential Information and/ or Confidential Materials, or any other breach of this Agreement by Receiving Party, and will cooperate with Disclosing Party in every reasonable way to help Disclosing Party regain possession of the Confidential Information and/ or Confidential Materials and prevent its further unauthorized use.
- (b) Receiving Party shall return all originals, copies, reproductions and summaries of Confidential Information or Confidential Materials at Disclosing Party's request, or at Disclosing Party's option, certify destruction of the same.
- (c) Receiving Party acknowledges that monetary damages may not be the only and / or a sufficient remedy for unauthorized disclosure of Confidential Information and that disclosing party shall be entitled, without waiving any other rights or remedies (including but not limited to as listed below), to injunctive or equitable relief as may be deemed proper by a Court of competent jurisdiction.
- i. Suspension of access privileges
  - ii. Change of personnel assigned to the job



iii. Termination of contract

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

4. **Miscellaneous**

- (a) All Confidential Information and Confidential Materials are and shall remain the sole and of Disclosing Party. By disclosing information to Receiving Party, Disclosing Party does not grant any expressed or implied right to Receiving Party to disclose information under the Disclosing Party's patents, copyrights, trademarks, or trade secret information.
- (b) Confidential Information made available is provided "As Is," and disclosing party disclaims all representations, conditions and warranties, express or implied, including, without limitation, representations, conditions or warranties of accuracy, completeness, performance, fitness for a particular purpose, satisfactory quality and merchantability provided same shall not be construed to include fraud or wilful default of disclosing party.
- (c) Neither party grants to the other party any license, by implication or otherwise, to use the Confidential Information, other than for the limited purpose of evaluating or advancing a business relationship between the parties, or any license rights whatsoever in any patent, copyright or other intellectual property rights pertaining to the Confidential Information.
- (d) The terms of Confidentiality under this Agreement shall not be construed to limit either party's right to independently develop or acquire product without use of the other party's Confidential Information. Further, either party shall be free to use for any purpose the residuals resulting from access to or work with such Confidential Information, provided that such party shall maintain the confidentiality of the Confidential Information as provided herein. The term "residuals" means information in non-tangible form, which may be retained by person who has had access to the Confidential Information, including ideas, concepts, know-how or techniques contained therein. Neither party shall have any obligation to limit or restrict the assignment of such persons or to pay royalties for any work resulting from the use of residuals. However, the foregoing shall not be deemed to grant to either party a license under the other party's copyrights or patents.
- (e) This Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof. It shall not be modified except by a written agreement dated subsequently to the date of this Agreement and signed by both parties. None

of the provisions of this Agreement shall be deemed to have been waived by any act or acquiescence on the part of Disclosing Party, its agents, or employees, except by an instrument in writing signed by an authorized officer of Disclosing Party. No waiver of any provision of this Agreement shall constitute a waiver of any other provision(s) or of the same provision on another occasion.

- (f) 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>                              |                |
| Client Name                                            |                |
| Client address                                         |                |
| Name of the contact person and designation             |                |
| Phone number of the contact person                     |                |
| E-mail address of the contact person                   |                |
| <b>Project Details</b>                                 |                |
| Name of the Project                                    |                |
| Start Date                                             |                |
| End Date                                               |                |
| Current Status (In Progress / Completed)               |                |
| <b>Size of Project</b>                                 |                |
| Value of Work Order (In Lakh) (only single work order) |                |
|                                                        |                |

**Name & Signature of authorised signatory**

**Seal of Bank**

**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/ Authorised 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 Bank/public Bank/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 Bank 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 Bank 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 Bank 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).

Shri Otem Dai (IAS – Retd.)

Shri Satyajit Mohanty – (IPS – Retd.)

Email - otemdai@hotmail.com

satyajitmohanty88@gmail.com

- 7.2 The task of the Monitors shall be to review independently and objectively, whether and to what extent the parties comply with the obligations under this Pact.
- 7.3 The Monitors shall not be subjected to instructions by the representatives of the parties and perform their functions neutrally and independently.
- 7.4 Both the parties accept that the Monitors have the right to access all the documents relating to the project/procurement, including minutes of meetings. Parties signing this Pact shall not approach the Courts while representing the matters to Independent External Monitors and he/she will await their decision in the matter.
- 7.5 As soon as the Monitor notices, or has reason to believe, a violation of this Pact, he will so inform the Authority designated by the BUYER.
- 7.6 The BIDDER(s) accepts that the Monitor has the right to access without restriction to all Project documentation of the BUYER including that provided by the BIDDER. The BIDDER will also grant the Monitor, upon his request and demonstration of a valid interest, unrestricted and unconditional access to his project documentation. The same is applicable to Subcontractors. The Monitor shall be under contractual obligation to treat the information and documents of the BIDDER/Subcontractor(s) with confidentiality.
- 7.7 The BUYER will provide to the Monitor sufficient information about all meetings among the parties related to the Project provided such meetings could have an impact on the contractual relations between the parties. The parties will offer to the Monitor the option to participate in such meetings.
- 7.8 The Monitor will submit a written report to the designated Authority of BUYER/Secretary in the Department/ within 8 to 10 weeks from the date of reference or intimation to him by the BUYER / BIDDER and, should the occasion arise, submit proposals for correcting problematic situations.
- 8. Facilitation of Investigation**  
In case of any allegation of violation of any provisions of this Pact or payment of commission, the BUYER or its agencies shall be entitled to examine all the documents including the Books of Accounts of the BIDDER and the BIDDER shall provide necessary information and documents in English and shall extend all possible help for the purpose of such examination.
- 9. Law and Place of Jurisdiction**  
This Pact is subject to Indian Law. The place of performance and jurisdiction is the seat of the BUYER.



**10. Other Legal Actions**

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

**11. Validity**

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

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

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

For BUYER  
Name of the Officer.  
Designation  
Office / Department / Branch  
State Bank of India.

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.**

**FORMAT FOR EMD BANK GUARANTEE**

To:  
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**EMD BANK GUARANTEE FOR  
PROCUREMENT OF AN APPLICATION FOR INWARD CROSS BORDER  
RUPEE REMITTANCES RFP NO. SBI/GITC/ITTSS/2024-25/1253 : Dated  
26/12/2024**

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:xx:xx dated dd/mm/yyyy.

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

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

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

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

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

6. We hereby further agree that –

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

Notwithstanding anything contained hereinabove:



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

Yours faithfully,

For and on behalf of

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

**(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**

**Data Processing Agreement**

This Data Processing Agreement ("Agreement") forms part of the Contract for Services ("Principal Agreement") dated \_\_\_\_\_ between:

(i) State Bank of India ("Controller")

**And**

(ii) M/s. \_\_\_\_\_ ("Data Processor")

WHEREAS:

(A) State Bank of India (hereafter referred to as "SBI") acts as a Data Controller.

(B) SBI wishes to contract certain Services (provided in Schedule 1), which imply the processing of personal data (provided in Schedule 2), to the Data Processor.

The Parties seek to implement a data processing agreement that complies with the requirements of the current legal framework in relation to data processing and with the Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data and repealing Directive 95/46/EC (General Data Protection Regulation) and any other data protection and privacy laws applicable to the Services.

(C) The Parties wish to lay down their rights and obligations (Processor obligations in Clause 3).

IT IS AGREED AS FOLLOWS:

**1. Definitions and Interpretation:**

1.1 Unless otherwise defined herein, terms and expressions used in this Agreement shall have the following meaning:

1.1.1 "Agreement" means this Data Processing Agreement and all schedules.

1.1.2 "Controller" has the meaning given to "data controller" in the UK Data Protection Act 1998 and "controller" in the General Data Protection Regulation (as applicable).

1.1.3 "Client" means a customer of State Bank of India.

1.1.4 "Data Protection Legislation" means as applicable, the UK Data Protection Act 1998, Directive 95/46/EC of the European Parliament and any laws or regulations implementing it, the Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data (General Data Protection Regulation) and any equivalent or replacement law in the UK and any other data protection and privacy laws applicable to the Services.

1.1.5 "Data subject" has the meaning given to it in the Data Protection Legislation.

1.1.6 "Personal Data" has the meaning given to it in the Data Protection Legislation and relates only to Personal Data processed by a Contracted Processor on behalf of SBI pursuant to or in connection with the Principal Agreement in relation to the Services provided.

1.1.7 "Processor" means a data processor providing services to SBI.

1.1.8 "Subprocessor" means any person appointed by or on behalf of Processor to process Personal Data on behalf of SBI in connection with the Agreement.

1.1.9 "Data Protection Laws" means EU Data Protection Laws and, to the extent applicable, the data protection or privacy laws of any other country.

1.1.10 "EEA" means the European Economic Area.

1.1.11 "EU Data Protection Laws" means EU Directive 95/46/EC, as transposed into domestic legislation of each Member State and as amended, replaced or superseded from time to time, including by the GDPR and laws implementing or supplementing the GDPR.

1.1.12 "GDPR" means EU General Data Protection Regulation 2016/679.

1.1.13 "Data Transfer" means:

1.1.13.1 a transfer of Personal Data from SBI to a Processor; or

1.1.13.2 an onward transfer of Personal Data from a Processor to a Subcontracted Processor, or between two establishments of a Processor, in each case, where such transfer would be prohibited by Data Protection Laws (or by the terms of data transfer agreements put in place to address the data transfer restrictions of Data Protection Laws).

1.1.14 "Services" means the services to be performed by the Processor described in the Principal Agreement (as provided in Schedule 1).

1.1.15 "Supervisory authority" has the meaning given to it in the Data Protection Legislation.

1.1.16 "Personal data breach" has the meaning given to it in the Data Protection

Legislation.

1.1.17 “Personnel” means the personnel of the Processor, Subcontractors and Sub processors who provide the applicable Services; and

1.1.18 “Third country” has the meaning given to it in the Data Protection Legislation.

## **2. Processing of Personal Data:**

2.1 In the course of providing Services to State Bank of India, the Processor may process Personal Data on behalf of State Bank of India.

2.2 Processor shall:

2.2.1 comply with all applicable Data Protection Laws in the Processing of Personal Data; and

2.2.2 not Process Personal Data other than on the relevant documented instructions of SBI.

## **3. PROCESSOR OBLIGATIONS:**

### **3.1 Processor Personnel:**

Processor shall take reasonable steps to ensure the reliability of any employee, agent or sub-processor who may have access to Personal Data, ensuring in each case that access is strictly limited to those individuals who need to know / access the relevant Personal Data, as strictly necessary for the purposes of the Principal Agreement, and to comply with Applicable Laws in the context of that individual's duties to the Processor, ensuring that all such individuals are subject to confidentiality undertakings or professional or statutory obligations of confidentiality.

3.1.1. The Processor shall process Personal Data only on the documented instructions from State Bank of India from time to time. State Bank of India shall notify the Processor of any amendments to existing instructions or additional instructions in relation to the processing of Personal Data in writing and Processor shall promptly comply with such instructions.

3.1.2. Notwithstanding clause 3.1, the Processor (and its Personnel) may process the Personal Data if it is required to do so by European Union law, Member State law or to satisfy any other legal obligations to which it is subject. In such circumstance, the Processor shall notify State Bank of India of that requirement before it processes the Personal Data, unless the applicable law prohibits it from doing so.

3.1.3. The Processor shall immediately notify State Bank of India if, in Processor's opinion, State Bank of India's documented data processing instructions breach the Data Protection Legislation. If and to the extent the Processor is unable to comply with any

instruction received from State Bank of India, it shall promptly notify State Bank of India accordingly.

3.1.4. The purpose of the Processor processing Personal Data is the performance of the Services pursuant to the Principal Agreement.

### **3.2 Security:**

**3.2.1** Taking into account the nature, scope, context and purposes of Processing (provided in Schedule 2) as well as the risk of varying likelihood and severity for the rights and freedoms of natural persons, Processor shall in relation to Personal Data implement appropriate technical and organizational measures (Processor obligations in Schedule 3) to ensure a level of security appropriate to that risk, including, as appropriate, the measures referred to in Article 32(1) of the GDPR.

3.2.2 In assessing the appropriate level of security, Processor shall take into account, in particular, risks related to processing of Personal Data.

3.2.3 The Processor shall use appropriate technical and organisational measures to prevent the unauthorised or unlawful processing of Personal Data and protect against accidental loss or destruction of, or damage to, any Personal Data during processing activities. It shall implement and maintain the security safeguards and standards based on the IS policy of State Bank of India as updated and notified to the Processor by State Bank of India from time to time. The Processor will not decrease the overall level of security safeguards and standards during the term of this Agreement without State Bank of India's prior consent.

### **3.3 Sub-Processing:**

3.3.1 The Processor shall not appoint (or disclose any Personal Data to) any Sub- Processors without prior written authorisation from State Bank of India. The Processor shall provide State Bank of India with prior written (including email) notice before engaging a new Sub processor thereby giving State Bank of India an opportunity to object to such changes. If State Bank of India wishes to object to such new Sub processor, then State Bank of India may terminate the relevant Services without penalty by providing written notice of termination which includes an explanation of the reasons for such objection.

3.3.2 The Processor shall include in any contract with its Sub processors who will process Personal Data on State Bank of India's behalf, obligations on such Sub processors which are no less onerous than those obligations imposed upon the Processor in this Agreement relating to Personal Data. The Processor shall be liable for the acts and omissions of its Sub processors to the same extent to which the Processor would be liable if performing the services of each Sub processor directly under the terms of this Agreement.

### **3.4 Data Subject Rights:**

Data subjects (SBI NRI customers) whose Personal Data is processed pursuant to this Agreement have the right to request access to and the correction, deletion or blocking of such Personal Data under Data Protection Legislation. Such requests shall be addressed to and be considered by State Bank of India responsible for ensuring such requests are handled in accordance with Data Protection Legislation.

3.4.1 Taking into account the nature of the Processing, Processor shall assist SBI by implementing appropriate technical and organisational measures (Processor obligations in Schedule 3), insofar as this is possible, for the fulfilment of SBI's obligations, as reasonably understood by SBI, to respond to requests to exercise Data Subject rights under the Data Protection Laws.

3.4.2 In case Data Subject Requests are received by Processor, then the Processor shall:

3.4.2.1 promptly notify SBI if it receives a request from a Data Subject under any Data Protection Law in respect of Personal Data; and

3.4.2.2 ensure that it does not respond to that request except on the documented instructions of SBI or as required by Applicable Laws to which the Processor is subject, in which case Processor shall to the extent permitted by Applicable Laws

3.4.2.3 inform SBI of that legal requirement before the Processor responds to the request.

### **3.5 Personal Data Breach:**

3.5.1 Processor shall notify SBI without undue delay upon Processor becoming aware of a Personal Data Breach affecting Personal Data, providing SBI with sufficient information to allow SBI to meet any obligations to report or inform Data Subjects of the Personal Data Breach under the Data Protection Laws.

3.5.2 Processor shall co-operate with SBI and take reasonable commercial steps as are directed by SBI to assist in the investigation, mitigation and remediation of each such Personal Data Breach.

### **3.6 Data Protection Impact Assessment and Prior Consultation:**

Processor shall provide reasonable assistance to SBI with any data protection impact assessments, and prior consultations with Supervising Authorities or other competent data privacy authorities, which SBI reasonably considers to be required by article 35 or 36 of the GDPR or equivalent provisions of any other Data Protection Law, in each case solely in relation to Processing of Personal Data by and taking into account the nature of the Processing and information available to, the Processors.

### **3.7 Deletion or return of Personal Data:**

**3.7.1** Subject to this section 3.7 Processor shall, promptly and in any event within <XX> business days of the date of cessation of any Services involving the Processing of Personal Data (the "Cessation Date"), delete all copies of those Personal Data.

**3.7.2** Processor shall provide written certification to SBI that it has fully complied with this section 3.7 within <XX> business days of the Cessation Date.

### **3.8 Audit Rights:**

The Processor shall make available to State Bank of India and any supervisory authority or their representatives the information necessary to demonstrate its compliance with this Agreement and allow for and contribute to audits and inspections by allowing State Bank of India, its Client, a supervisory authority or their representatives to conduct an audit or inspection of that part of the Processor's business which is relevant to the Services [on at least an annual basis (or more frequently when mandated by a relevant supervisory authority or to comply with the Data Protection Legislation) and] on reasonable notice, in relation to the Processing of Personal Data by the Processor.

### **3.9 Data Transfer:**

The Processor may not transfer or authorize the transfer of Data to countries outside the EU/ India and/or the European Economic Area (EEA) without the prior written consent of SBI. If personal data processed under this Agreement is transferred from a country within the European Economic Area to a country outside the European Economic Area, the Parties shall ensure that the personal data are adequately protected. To achieve this, the Parties shall, unless agreed otherwise, rely on EU approved standard contractual clauses / EU-US Privacy Shield for the transfer of personal data.

### **3.10 Records:**

The Processor shall maintain written records of its data processing activities pursuant to providing the Services to State Bank of India in accordance with Data Protection Legislation.

### **3.11 Notify:**

The Processor shall immediately and fully notify State Bank of India in writing of any communications the Processor (or any of its Sub processors) receives from third parties in connection with the processing of the Personal Data, including (without limitation) subject access requests or other requests, notices or other communications from individuals, or their representatives, or from the European Data Protection Board, the UK's Information Commissioner's Office (in the case of the United Kingdom) and/or any other supervisory authority or data protection authority or any other regulator (including a financial regulator) or court.

### **3.12 Agreement Termination:**

Upon expiry or termination of this Agreement or the Services for any reason or State Bank of India's earlier request, the Processor shall: (i) return to State Bank of India; and (ii) delete from all computer systems and other data storage systems, all Personal Data, provided that the Processor shall not be required to return or delete all or part of the Personal Data that it is legally permitted to retain. The Processor shall confirm to State Bank of India that it has complied with its obligation to delete Personal Data under this clause.

#### **4. STATE BANK OF INDIA'S OBLIGATIONS:**

State Bank of India shall:

4.1 in its use of the Services, process the Personal Data in accordance with the requirements of the Data Protection Legislation.

4.2 use its reasonable endeavours to promptly notify the Processor if it becomes aware of any breaches or of other irregularities with the requirements of the Data Protection Legislation in respect of the Personal Data processed by the Processor.

#### **5. General Terms:**

##### **5.1 Confidentiality:**

Each Party must keep this Agreement and information it receives about the other Party and its business in connection with this Agreement ("Confidential Information") confidential and must not use or disclose that Confidential Information without the prior written consent of the other Party except to the extent that:

- (a) disclosure is required by law.
- (b) the relevant information is already in the public domain.

##### **5.2 Notices:**

All notices and communications given under this Agreement must be in writing and will be delivered personally, sent by post or sent by email to the address or email address set out in the heading of this Agreement at such other address as notified from time to time by the Parties changing address.

##### **5.3 Governing Law and Jurisdiction:**

5.3.1 This Agreement is governed by the laws of INDIA.

5.3.2 Any dispute arising in connection with this Agreement, which the Parties will not be able to resolve amicably, will be submitted to the exclusive jurisdiction of the courts of MUMBAI.



IN WITNESS WHEREOF, this Agreement is entered into and becomes a binding part of the Principal Agreement with effect from the date first set out below.

For State Bank of India

Signature \_\_\_\_\_

Name \_\_\_\_\_

Title \_\_\_\_\_

Date Signed \_\_\_\_\_

For Processor M/s

Signature \_\_\_\_\_

Name \_\_\_\_\_

Title \_\_\_\_\_

Date Signed \_\_\_\_\_



## SCHEDULE 1

### 1.1 Services

<<Insert a description of the Services provided by the Data Processor (under the Principal Service Agreement, where relevant)>>.



**SCHEDULE 2**

**Personal Data**

| <b>Category of Personal Data</b> | <b>Category of Data Subject</b> | <b>Nature of Processing Carried Out</b> | <b>Purpose(s) of Processing</b> | <b>Duration of Processing</b> |
|----------------------------------|---------------------------------|-----------------------------------------|---------------------------------|-------------------------------|
|                                  |                                 |                                         |                                 |                               |
|                                  |                                 |                                         |                                 |                               |
|                                  |                                 |                                         |                                 |                               |
|                                  |                                 |                                         |                                 |                               |
|                                  |                                 |                                         |                                 |                               |

### SCHEDULE 3

#### Technical and Organisational Data Protection Measures

1. The Processor shall ensure that, in respect of all Personal Data it receives from or processes on behalf of SBI, it maintains security measures to a standard appropriate to:

1.1. the nature of the Personal Data; and

1.2. Safeguard from the harm that might result from unlawful or unauthorised processing or accidental loss, damage, or destruction of the Personal Data.

2. In particular, the Processor shall:

2.1. have in place, and comply with, a security policy which:

2.1.1. defines security needs based on a risk assessment.

2.1.2. allocates responsibility for implementing the policy to a specific individual (such as the Processor's Data Protection Officer) or personnel and is provided to SBI on or before the commencement of this Agreement.

2.1.3. ensure that appropriate security safeguards and virus protection are in place to protect the hardware and software which is used in processing the Personal Data in accordance with best industry practice.

2.1.4. prevent unauthorised access to the Personal Data.

2.1.5. protect the Personal Data using pseudonymisation and encryption.

2.1.6. ensure the confidentiality, integrity and availability of the systems and services in regard to the processing of Personal Data.

2.1.7. ensure the fast availability of and access to Personal Data in the event of a physical or technical incident.

2.1.8. have in place a procedure for periodically reviewing and evaluating the effectiveness of the technical and organisational measures taken to ensure the safety of the processing of Personal Data.

2.1.9. ensure that its storage of Personal Data conforms with best industry practice such that the media on which Personal Data is recorded (including paper records and records stored electronically) are stored in secure locations and access by personnel to Personal Data is strictly monitored and controlled.

2.1.10. have secure methods in place for the transfer of Personal Data whether in

physical form (for example, by using couriers rather than post) or electronic form (for example, by using encryption).

2.1.11. password protect all computers and other devices on which Personal Data is stored, ensuring that all passwords are secure, and that passwords are not shared under any circumstances.

2.1.12. not allow the storage of the Personal Data on any mobile devices such as laptops or tablets unless such devices are kept on its premises at all times.

2.1.13. take reasonable steps to ensure the reliability of personnel who have access to the Personal Data.

2.1.14. have in place methods for detecting and dealing with breaches of security (including loss, damage, or destruction of Personal Data) including:

2.1.14.1. having a proper procedure in place for investigating and remedying breaches of the GDPR; and

2.1.14.2. notifying SBI as soon as any such security breach occurs.

2.1.15. have a secure procedure for backing up all Personal Data and storing back-ups separately from originals; and

2.1.16. adopt such organisational, operational, and technological processes and procedures as are required to comply with the requirements of ISO/IEC 27001:2013 and SBI's Information Security Policy as appropriate.

At the time of signing this Agreement, the Processor has the following technical and organizational measures in place: (To be vetted by SBI)

| S. No | Controls to be implemented                                                                           | Compliance (Yes / No)                                                    | If under implementation, give date by which implementation will be done |
|-------|------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------|-------------------------------------------------------------------------|
| 1     | Whether the Processor has Information security policy in place with periodic reviews?                |                                                                          |                                                                         |
| 2     | Whether the Processor have operational processes with periodic review, including but not limited to: | a. Business Continuity Management                                        |                                                                         |
|       |                                                                                                      | b. Backup management                                                     |                                                                         |
|       |                                                                                                      | c. Desktop/system/server/network device hardening with baseline controls |                                                                         |
|       |                                                                                                      | d. Patch Management                                                      |                                                                         |
|       |                                                                                                      | e. Port Management Media Movement                                        |                                                                         |
|       |                                                                                                      | f. Log Management                                                        |                                                                         |
|       |                                                                                                      | g. Personnel Security                                                    |                                                                         |
|       |                                                                                                      | h. Physical Security                                                     |                                                                         |
|       |                                                                                                      | i. Internal security assessment processes                                |                                                                         |
| 3     | Whether a proper documented Change Management process has been instituted by the Processor?          |                                                                          |                                                                         |
| 4     | Whether the Processor has a documented policy and process of Incident management /response?          |                                                                          |                                                                         |
| 5     | Whether the Processor's environment is suitably protected from external threats by way of:           | a. Firewall                                                              |                                                                         |
|       |                                                                                                      | b. WAF                                                                   |                                                                         |
|       |                                                                                                      | c. IDS/IPS                                                               |                                                                         |
|       |                                                                                                      | d. AD                                                                    |                                                                         |
|       |                                                                                                      | e. AV                                                                    |                                                                         |
|       |                                                                                                      | f. NAC                                                                   |                                                                         |
|       |                                                                                                      | g. DLP                                                                   |                                                                         |
|       |                                                                                                      | h. Any other technology                                                  |                                                                         |
| 6     | Whether rules are implemented on Firewalls of the Processor environment as per an approved process?  |                                                                          |                                                                         |

| S. No | Controls to be implemented                                                                                                                                                                             | Compliance (Yes / No)        | If under implementation, give date by which implementation will be done |
|-------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------|-------------------------------------------------------------------------|
| 7     | Whether firewall rule position is regularly monitored for presence of any vulnerable open port or any-any rule?                                                                                        |                              |                                                                         |
| 8     | Whether proper log generation, storage, management and analysis happens for the Processor application?                                                                                                 |                              |                                                                         |
| 9     | Is the Processor maintaining all logs for forensic readiness related to:                                                                                                                               | a. Web                       |                                                                         |
|       |                                                                                                                                                                                                        | b. Application               |                                                                         |
|       |                                                                                                                                                                                                        | c. DB                        |                                                                         |
|       |                                                                                                                                                                                                        | d. Configuration             |                                                                         |
|       |                                                                                                                                                                                                        | e. User access               |                                                                         |
| 10    | Whether the Processor maintains logs for privileged access to their critical systems?                                                                                                                  |                              |                                                                         |
| 11    | Whether privilege access to the Processor environment is permitted from internet?                                                                                                                      |                              |                                                                         |
| 12    | Whether the Processor has captive SOC or Managed Service SOC for monitoring their systems and operations?                                                                                              |                              |                                                                         |
| 13    | Whether the Processor environment is segregated into militarized zone (MZ) and demilitarized zone (DMZ) separated by Firewall, where any access from an external entity is permitted through DMZ only? |                              |                                                                         |
| 14    | Whether Processor has deployed secure environments for their applications for:                                                                                                                         | a. Production                |                                                                         |
|       |                                                                                                                                                                                                        | b. Disaster recovery         |                                                                         |
|       |                                                                                                                                                                                                        | c. Testing environments      |                                                                         |
| 15    | Whether the Processor follows the best practices of creation of separate network zones (VLAN Segments) for:                                                                                            | a. Web                       |                                                                         |
|       |                                                                                                                                                                                                        | b. App                       |                                                                         |
|       |                                                                                                                                                                                                        | c. DB                        |                                                                         |
|       |                                                                                                                                                                                                        | d. Critical applications     |                                                                         |
|       |                                                                                                                                                                                                        | e. Non-Critical applications |                                                                         |
|       |                                                                                                                                                                                                        | f. UAT                       |                                                                         |

| S. No | Controls to be implemented                                                                                                                                                       | Compliance (Yes / No) | If under implementation, give date by which implementation will be done |
|-------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------|-------------------------------------------------------------------------|
| 16    | Whether the Processor configures access to officials based on a documented and approved Role Conflict Matrix?                                                                    |                       |                                                                         |
| 17    | Whether Internet access is permitted on:                                                                                                                                         | a. Internal servers   |                                                                         |
|       |                                                                                                                                                                                  | b. Database servers   |                                                                         |
|       |                                                                                                                                                                                  | c. Any other servers  |                                                                         |
| 18    | Whether the Processor has deployed a dedicated information security team independent of IT, reporting directly to MD/CIO for conducting security related functions & operations? |                       |                                                                         |
| 19    | Whether CERT-IN Empaneled ISSPs are engaged by the third party for ensuring security posture of their application?                                                               |                       |                                                                         |
| 20    | Whether quarterly vulnerability assessment and penetration testing is being done by the Processor for their infrastructure?                                                      |                       |                                                                         |
| 21    | Whether suitable Security Certifications (ISO, PCI-DSS etc.) of the security posture at vendor environment are in place?                                                         |                       |                                                                         |
| 22    | Whether the Processor has deployed any open source or free software in their environment?                                                                                        |                       |                                                                         |
|       | If yes, whether security review has been done for such software?                                                                                                                 |                       |                                                                         |
| 23    | Whether the data shared with the Processor is owned by SBI (SBI = Information Owner)?                                                                                            |                       |                                                                         |
| 24    | Whether the data shared with the Processor is of sensitive nature?                                                                                                               |                       |                                                                         |
| 25    | Whether the requirement and the data fields to be stored by the Processor is approved by Information Owner?                                                                      |                       |                                                                         |
| 26    | Where shared, whether the bare minimum data only is being shared? (Please document the NEED for sharing every data field)                                                        |                       |                                                                         |
| 27    | Whether the data to be shared with Processor will be encrypted as per industry best standards with robust key management?                                                        |                       |                                                                         |
| 28    | Whether the Processor is required to store the data owned by State Bank?                                                                                                         |                       |                                                                         |

| S. No | Controls to be implemented                                                                                                                                                                       | Compliance<br>(Yes / No)                                                                                                                                                                                       | If under implementation, give date by which implementation will be done |
|-------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------|
| 29    | Whether any data which is permitted to be stored by the Processor will be completely erased after processing by the Processor at their end?                                                      |                                                                                                                                                                                                                |                                                                         |
| 30    | Whether the data shared with the Processor is stored with encryption (Data at rest encryption)?                                                                                                  |                                                                                                                                                                                                                |                                                                         |
| 31    | Whether the data storage technology (Servers /Public Cloud/ Tapes etc.) has been appropriately reviewed by IT AO?                                                                                |                                                                                                                                                                                                                |                                                                         |
| 32    | Whether the Processor is required to share SBI specific data to any other party for any purpose?                                                                                                 |                                                                                                                                                                                                                |                                                                         |
| 33    | Whether a system of obtaining approval by the Processor from the IT Application Owner is put in place before carrying out any changes?                                                           |                                                                                                                                                                                                                |                                                                         |
| 34    | Whether Processor is permitted to take any crucial decisions on behalf of SBI without written approval from IT Application Owner?                                                                |                                                                                                                                                                                                                |                                                                         |
|       | If not, are such instances being monitored? IT Application Owner to describe the system of monitoring such instances.                                                                            |                                                                                                                                                                                                                |                                                                         |
| 35    | Whether Application Owner has verified that the Processor has implemented efficient and sufficient preventive controls to protect SBI's interests against any damage under section 43 of IT Act? |                                                                                                                                                                                                                |                                                                         |
| 36    | Whether the selection criteria for awarding the work to Processor vendor is based on the quality of service?                                                                                     |                                                                                                                                                                                                                |                                                                         |
| 37    | Whether the SLA/agreement between SBI and the Processor contains these clauses:                                                                                                                  | a. Right to Audit to SBI with scope defined                                                                                                                                                                    |                                                                         |
|       |                                                                                                                                                                                                  | b. Adherence by the vendor to SBI Information Security requirements including regular reviews, change management, port management, patch management, backup management, access management, log management etc. |                                                                         |





| S. No | Controls to be implemented | Compliance (Yes / No) | If under implementation, give date by which implementation will be done |
|-------|----------------------------|-----------------------|-------------------------------------------------------------------------|
|       |                            | 5                     |                                                                         |
|       |                            |                       |                                                                         |
|       |                            |                       |                                                                         |
|       |                            |                       |                                                                         |