



**REQUEST FOR PROPOSAL  
(THROUGH GeM Portal)**

**For end -to-end management of Small Value Dispensing Machine (SVDM) on Opex Model.**

**Ref : SBI/ACV/2026-27/2 dated 15.04.2026**

**GEM BID ID NO- GEM/2026/B/7443041**

**State Bank of India  
Anytime Channels, Corporate Centre,  
3<sup>rd</sup> Floor, The Arcade, World Trade Centre  
Cuffe Parade,  
Mumbai – 400 005**

## 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)	Name: Faizul Haque Designation: Chief Manager Email ID: cmac6.ir@sbi.co.in Contact Address: State Bank of India, Corporate Centre, Anytime Channels Dept, 3rd Floor, World Trade Centre Arcade, Cuffe Parade, Mumbai – 400 005 Contact Number: 9674728367
2	Bid Document Availability including changes/amendments, if any to be issued	RFP may be downloaded from Bank's website <a href="https://sbi.bank.in">https://sbi.bank.in</a> , under procurement news or GeM Portal <a href="https://gem.gov.in">https://gem.gov.in</a> or <a href="https://eprocure.gov.in">https://eprocure.gov.in</a> (CPPP Portal) from <b>15.04.2026 at 3.00 PM</b> . Any amendments / corrigendum, modifications & any communication etc. shall be uploaded on the above sites and replied to pre-bid shall be replied on GeM portal only.
3	Last date for requesting clarification	Upto <b>3.00 PM on 20.04.2026</b> All communications regarding points / queries requiring clarifications shall be given in writing on GeM Portal or by e-mail at <a href="mailto:dgmack.ir@sbi.co.in">dgmack.ir@sbi.co.in</a> and <a href="mailto:cmac6.ir@sbi.co.in">cmac6.ir@sbi.co.in</a> .
4	Pre - bid Meeting at (venue)	On <b>21.04.2026</b> through online Teams Meeting
5	Clarifications to queries raised at pre-bid meeting will be provided by the Bank.	On or before <b>27.04.2026</b>
6	Last date and time for Bid submission	Up to <b>3.00 PM on 07.05.2026</b>
7	Address for submission of Bids (Please incorporate details of e-Procurement Agency portal wherein online bid has to be submitted)	Bids shall be submitted online on GeM Portal i.e. <a href="https://gem.gov.in">https://gem.gov.in</a> only.

8	Date and Time of opening of Technical Bids	<b>Up to 3.30 PM on 07.05.2026</b>	
9	Opening of Indicative Price Bids	Indicative price bid of technically qualified bidders only will be opened on a subsequent date.	
10	Reverse Auction	On a subsequent date and as per the functionality of GeM Portal.	
11	Tender Fee	Exempted.	
12	Earnest Money Deposit	EMD is exempted under this RFP, However, Bidder has to upload undertaking on GeM Portal in the lines that: - <i>“We undertake that if we withdraw or modify our bid during the period of validity, or if we are awarded the contract and fail to sign the contract, or to submit a security / performance bank guarantee before the deadline defined in the RFP, we will be debarred for the period of time specified under Debarment / Banning clause mentioned elsewhere in the RFP from being eligible to submit bids for future contracts with the Bank.”</i>	
13	Bank Guarantee	3% of Total Cost of Ownership (TCO) for the entire period of the contract.	Bank Guarantee [on the lines of <b>Appendix-H</b> ], issued by Scheduled Commercial Bank in India, other than State Bank of India, drawn in favor of State Bank of India payable at Mumbai. Bank guarantee should be valid for 42 months from the effective date of the Contract. In case bank extends the contract further, PBG to be provided as per the percentage specified in original contract on discovered TCO for



		extended period plus 6 months. (In case SBI is the sole Banker for the bidder, a Letter of Comfort from SBI may be accepted.)
14	Contact details of e-Procurement agency appointed for e-procurement	Please visit: <a href="https://gem.gov.in">https://gem.gov.in</a>

Note:

- Bids shall be opened as per the functionality and guidelines of GeM portal. Bank is not responsible for non-receipt of responses to RFP within the specified date and time due to any reason.
- It is the bidder's responsibility to ensure uploading of legible and all documents at the time of submission of bid online.
- Entity eligible as per the terms & conditions set forth in this RFP needs to apply only.

## Contents

1.	SCHEDULE OF EVENTS .....	2
2.	INVITATION TO BID:.....	7
3.	DISCLAIMER: .....	8
4.	DEFINITIONS:.....	9
5.	SCOPE OF WORK: .....	11
6.	ELIGIBILITY AND TECHNICAL CRITERIA: .....	11
7.	COST OF BID DOCUMENT:.....	11
8.	CLARIFICATION AND AMENDMENTS ON RFP/PRE-BID MEETING: .....	11
9.	CONTENTS OF BID DOCUMENT: .....	13
10.	EARNEST MONEY DEPOSIT (EMD):.....	13
	EMD IS EXEMPTED UNDER THIS RFP, HOWEVER BIDDER HAS TO SUBMIT AN UNDERTAKING IN THE LINES THAT:- .....	13
11.	BID PREPARATION AND SUBMISSION: .....	14
12.	DEADLINE FOR SUBMISSION OF BIDS: .....	17
13.	MODIFICATION AND WITHDRAWAL OF BIDS:.....	17
14.	PERIOD OF BID VALIDITY AND VALIDITY OF PRICE QUOTED IN REVERSE AUCTION (RA):17	
15.	BID INTEGRITY:.....	18
16.	BIDDING PROCESS/OPENING OF TECHNICAL BIDS: .....	18
17.	TECHNICAL EVALUATION: .....	19
18.	EVALUATION OF INDICATIVE PRICE BIDS AND FINALIZATION: .....	19
19.	CONTACTING THE BANK: .....	21
20.	POWERS TO VARY OR OMIT WORK: .....	24
21.	WAIVER OF RIGHTS:.....	24
22.	CONTRACT AMENDMENT: .....	25
23.	BANK'S RIGHT TO ACCEPT ANY BID AND TO REJECT ANY OR ALL BIDS: .....	25
24.	BANK GUARANTEE: .....	25
25.	SERVICES:.....	26
26.	PENALTIES: .....	28
27.	RIGHT TO VERIFICATION:.....	28
28.	RIGHT TO AUDIT: .....	28
29.	SUBCONTRACTING: .....	29
30.	VALIDITY OF AGREEMENT: .....	30
31.	LIMITATION OF LIABILITY:.....	30
32.	CONFIDENTIALITY:.....	31
33.	DELAY IN SERVICE PROVIDER'S PERFORMANCE: .....	31
34.	SERVICE PROVIDER'S OBLIGATIONS: .....	32
35.	TECHNICAL DOCUMENTATION: .....	34
36.	INTELLECTUAL PROPERTY RIGHTS AND OWNERSHIP: .....	34
37.	LIQUIDATED DAMAGES:.....	35
38.	CONFLICT OF INTEREST:.....	36
39.	CODE OF INTEGRITY AND DEBARMENT/BANNING:.....	37
40.	TERMINATION FOR DEFAULT: .....	41
41.	FORCE MAJEURE:.....	42
42.	TERMINATION FOR INSOLVENCY: .....	43
43.	TERMINATION FOR CONVENIENCE: .....	43
44.	DISPUTES RESOLUTION: .....	43
45.	GOVERNING LANGUAGE: .....	44
46.	APPLICABLE LAW:.....	44
47.	TAXES AND DUTIES: .....	44
48.	TAX DEDUCTION AT SOURCE:.....	46
49.	TENDER FEE: .....	46
50.	EARNEST MONEY DEPOSIT (EMD): .....	46
51.	NOTICES:.....	46
	APPENDIX –A .....	48
	APPENDIX-B .....	52



APPENDIX-C .....	55
APPENDIX-D .....	59
APPENDIX-F .....	67
APPENDIX-G .....	70
APPENDIX-H .....	71
APPENDIX-I .....	74
APPENDIX-J .....	78
APPENDIX-K .....	80
APPENDIX-L .....	85
APPENDIX-M .....	86
APPENDIX-N.....	90

**End to end management & installations of 60 Small Value Dispensing Machines (SVDMS) capable to dispensing ₹1, ₹2, ₹5, ₹10 coins or any coins and ₹10, ₹20, ₹50 notes or any notes or both under Opex Model (on monthly rent) through UPI (QR code) based authentication mode for a tenure of 3 years which can be extended upto 2 years at the sole discretion of Bank.**

## 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 end to end management & installations of 60 Small Value Dispensing Machines Installation, Commissioning, Maintenance, reconciliation, complaint resolution and Operation of 60 Small Value Dispensing Machines (SVDMS) capable to dispensing ₹1, ₹2, ₹5, ₹10 coins or any other coins and ₹10, ₹20, ₹50 notes or any other coins or both through UPI (QR code) based authentication under Opex Model (on monthly rent) for a tenure of 3 years which can be extended upto 2 years at the sole discretion of Bank.
- ii. In order to meet the 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.
- 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 Services as required in this RFP. The interested Bidders who agree to all the terms and conditions contained in this RFP may submit their Bids with the information desired in this RFP. Consortium bidding is not permitted under this RFP.
- iv. Address for submission of online Bids, contact details including email address for sending communications are given in Schedule of Events of this RFP.
- v. The purpose of SBI behind this RFP is to seek a detailed technical and commercial proposal for procurement of the Services desired in this RFP.
- vi. This RFP document shall not be transferred, reproduced or otherwise used for purpose other than for which it is specifically issued.

- vii. 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 providing of proposed Services 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 Services adhering to Bank's requirements outlined in this RFP.

### 3. DISCLAIMER:

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

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

#### 4. DEFINITIONS:

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

- i. **"The Bank"** 'means **State Bank of India**, a Statutory Corporation constituted under the State Bank of India Act, 1955 having its Corporate Centre at SBI Bhawan, Madame Cama Road, Nariman Point, Mumbai 400021 also various other offices (LHOs / Head Offices / Administrative Offices / Regional Business Offices / Global Link Services / Global IT Centre etc.) of State Bank of India, domestic and foreign branches / other offices, other exchange companies available at various locations and managed by the Bank.
- 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. **"Small Value Dispensing Machine (SVDM)"** means a machine facilitates dispensing of lower denomination currency notes (₹10, ₹20, ₹50) and coins (₹1, ₹2, ₹5, ₹10) through UPI (QR code) based authentication mode only. It caters to

both SBI & non-SBI customers and provides an option to select either notes or coins or both for the desired withdrawal amount.

- vii. **“End-to-End Management”** shall mean the comprehensive responsibility of the Service Provider for the installation, financial, operational, transactional, technical, and customer service aspects relating to the Small Value Dispensing Machines (SVDMS) during the entire contract period. This shall include, but not be limited to, arrangement and management of cost of funds for replenishment without any cap on the number of replenishments per month; transaction processing through approved gateway and/or integration with SBI systems, if required or any NPCI-approved payment gateway; transaction settlement; end-to-end reconciliation; maintenance of real-time transaction logs; submission of daily reports; provision of a real-time monitoring dashboard; implementation of transaction amount capping controls; and comprehensive dispute management covering partial dispense and no dispense cases with system-enabled auto-reversal in cases of technical or hardware failure without awaiting customer complaint.
- viii. **“Service Provider/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.
- ix. **“Commencement of Services”** shall mean the date on which the newly commissioned machine under this RFP is made “cash-live” and available for customer cash transactions. “Cash-live” means that the cash has been replenished in the machine and cash withdrawal transactions is performed successfully.
- x. **“Services”** means all services, scope of work and deliverables to be provided by a Bidder as described in the RFP and include provision of technical assistance, training, certifications, auditing and other obligation of Service Provider covered under this RFP.
- xi. **“Business Day / working day”** means a day which is not a weekly off including 2nd & 4th Saturday, Sunday or Public Holiday declared under NI Act.
- xii. **“Public Holidays”** shall mean public holidays under NI Act, at the place where the Equipment is located, when banks are closed for business.
- xiii. **“Government e-Marketplace (GeM) Portal”** is the Government of India’s online platform for procurement of goods and services by Ministries,

Departments, PSUs, and other eligible public entities, ensuring transparency, efficiency, and compliance with applicable procurement guidelines.

## 5. SCOPE OF WORK:

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

## 6. 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.

## 7. COST OF BID DOCUMENT:

The participating Bidders shall bear all the costs associated with or relating to the preparation and submission of their Bids including but not limited to preparation, copying, postage, delivery fees, expenses associated with any demonstration or presentations which may be required by the Bank, or any other costs incurred in connection with or relating to their Bid. The Bank shall not be liable in any manner whatsoever for the same or for any other costs or other expenses incurred by a Bidder regardless of the conduct or outcome of the bidding process.

## 8. CLARIFICATION AND AMENDMENTS ON RFP/PRE-BID MEETING:

- i. Bidder requiring any clarification on RFP may notify the Bank in writing strictly as per the format given in **Appendix-L** 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 GeM Portal and/ or on 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.
- vii. Bank will consolidate all the queries and the replies for the same shall be made available in the Bank's website / GeM Portal or any other Mode deemed fit by the Bank and no individual correspondence shall be made. The clarification of the Bank in response to the queries raised by the Bidders and any clarification / addendum / corrigendum furnished thereof will become part and parcel of the RFP and it will be binding on the Bidders.

## 9. CONTENTS OF BID DOCUMENT:

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

## 10. EARNEST MONEY DEPOSIT (EMD):

EMD is exempted under this RFP, However bidder has to submit an undertaking in the lines that:-

***“We undertake that if we withdraw or modify our bid during the period of validity, or if we are awarded the contract and fail to sign the contract, or to submit a security / performance bank guarantee before the deadline defined in the RFP, we will be debarred for the period of time specified under Debarment / Banning clause mentioned elsewhere in the RFP from being eligible to submit bids for future contracts with the Bank.”***

In the following situation the bid will be rejected / terminated, and Bidders will be debarred for the period of time specified under Debarment / Banning clause (mentioned elsewhere in this RFP) from being eligible to submit bids for future procurement / contracts with the Bank:

- (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.

## 11. BID PREPARATION AND SUBMISSION:

- a. e-Tendering through GeM: This tender will follow e-Tendering guidelines of GeM portal under which the bidding process shall be conducted by the Bank. Bidder shall necessarily register on GeM portal for participating in the bid. Service Provider will have to abide by terms and conditions of GeM portal for participating the bidding process.

### e-Tendering Process

- i. This tender will follow e-Tendering process (e-bids) to be conducted through GeM portal as under:
  - 1. Publication of Tender
  - 2. Online Pre-Bid Queries
  - 3. Pre-Bid Meetings: Online
  - 4. Online Response of Pre-Bid Queries.
  - 5. Corrigendum / Addendum (if required)
  - 6. Bid Submission
  - 7. Tender Opening
  - 8. Tender Evaluation
  - 9. Declaration of Qualified Bidders
  - 10. Reverse Auction.
  - 11. Tender Award.
- ii. It is Service Provider responsibility to familiarize themselves with the e-tendering process and the functionality of the GeM portal. This includes understanding how to navigate the portal, submit bids electronically, and

comply with all relevant guidelines and requirements. Service Provider shall ensure they are registered on GeM portal and have access to necessary documentation and information required for participating in e-tendering process.

- iii. The Service Provider are required to have e-sign as per GeM portal functionality to participate in e-Tendering to be conducted through GeM portal. Service Provider will have to abide by e-Business rules framed by GeM portal.
- iv. No extension of time will be permitted for submission of e-bids. However, Bank reserves the right to accept in part or in full or extend or reject the entire e-bid and cancel the entire tender without assigning any reason thereof at any stage.
- v. The decision of the bank regarding this tender shall be final and binding on all the bidders. All disputes or differences in connection with this tender shall be subject to the jurisdiction of the courts at Mumbai.

**b. Indicative Price Bid** for providing of end-to-end life cycle management of SVDMs in response to the **RFP No. SBI/ACV/2026-27/2** dated **15.04.2026** 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.

**c. Bidders may please note:**

- (a) The Bidder should quote for the entire package on a single responsibility basis for Solution / Services it proposes to provide.
- (b) While submitting the Technical Bid, literature on the Services should be uploaded.
- (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 uploaded.
- (e) Bids are liable to be rejected if only one Bid (i.e. Technical Bid or Indicative Price Bid) is received.
- (f) Prices quoted by the Bidder shall remain fixed for the period during the terms of the contract (i.e. 3 years and extension up to 2 years at the sole discretion of

bank) 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.

- (g) If deemed necessary, the Bank may seek clarifications on any aspect from the Bidder. However, that would not entitle the Bidder to change or cause any change in the substances of the Bid already submitted or the price quoted.
- (h) The Bidder may also be asked to give presentation for the purpose of clarification of the Bid.
- (i) The Bidder must provide specific and factual replies to the points raised in the RFP.
- (j) The Bid shall be typed or written in indelible ink and shall be e-signed by the Bidder as per GeM functionality or a person duly authorized to bind the bidder **to the contract.**
- (k) All the enclosures (Bid submission) shall be serially numbered with rubber stamp of the participating Bidder's Company. The person or persons signing the Bids shall put their full signature all pages of the Bids, except for un-amended printed literature.
- (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.

**d. Documents to be submitted Online / Uploaded on GeM Portal.**

- 1. Upload documents required in specific response with supporting documents in respect of Eligibility Criteria as mentioned in Appendix B and technical eligibility criteria on the line of Appendix C.
- 2. Bidder's details as per Appendix D on Bidders letter head.
- 3. A copy of latest and specific 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.
- 4. KYC documents of Authorized Signatories.
- 5. Upload RFP documents duly stamped and signed on each page by an authorized signatory.
- 6. Upload all the Appendix asked by bank on Companies Letter Head, duly stamped and signed by authorized person under this RFP.

## **12. DEADLINE FOR SUBMISSION OF BIDS:**

- i. Bids must be received at the GeM portal by the date and time mentioned in the “Schedule of Events”.
- ii. In the event of the specified date for submission of Bids being declared a holiday for the Bank, the Bids will be received upto the appointed time on the next working day.
- 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.

## **13. 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 GeM 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.

## **14. PERIOD OF BID VALIDITY AND VALIDITY OF PRICE QUOTED IN REVERSE AUCTION (RA):**

- i. Bid shall remain valid for duration of 180 days from Bid submission date.
- ii. Price quoted by the Bidder in Reverse auction shall remain valid for duration of 180 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, 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.

## **15. BID INTEGRITY:**

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

## **16. 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 online on GeM Portal.
- 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, 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 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.

## **17. TECHNICAL EVALUATION:**

- i. Technical evaluation will include technical information submitted as per technical Bid format, demonstration of proposed Services, reference calls and site visits, wherever required. The Bidder may highlight the noteworthy/superior features of their Services. The Bidder will demonstrate/substantiate all claims made in the technical Bid along with supporting documents to the Bank, the capability of the Services to support all the required functionalities at their cost in their lab or those at other organizations where similar Services is in use.
- ii. The Bank reserves the right to evaluate the Bids on technical & functional parameters including Vault/workplace visit and witness demos of the system and verify functionalities, response times etc.
- iii. The Bank may evaluate the technical and functional specifications of all the services quoted by the bidder.
- iv. During evaluation and comparison of Bids, the Bank may, at its discretion ask the Bidders for clarification on the Bids received. The request for clarification shall be in writing and no change in prices or substance of the Bid shall be sought, offered or permitted. No clarification at the initiative of the Bidder shall be entertained after bid submission date.

## **18. EVALUATION OF INDICATIVE PRICE BIDS AND FINALIZATION:**

- i. The indicative price Bid(s) of only those Bidders, who are short-listed after technical evaluation, would be opened online on GeM Portal.
- ii. All the Bidders who qualify in the evaluation process shall have to participate in the online reverse auction to be conducted on GeM Portal, details of which are given in schedule of events. The business rules, terms and conditions of the reverse auction process are available on the GeM Portal.
- iii. Shortlisted Bidders shall be willing to participate in the reverse auction process and have e-sign as per GeM portal functionality. Such Bidders will have to accustom themselves in accordance with the functionality of GeM portal. Bidders shall also be willing to abide by the e-business rules for reverse auction framed by the Bank / GeM Portal.
- iv. The Bidder will be selected as L1 on the basis of total cost of ownership as discovered through the Reverse Auction Process.
- v. The successful Bidder is required to submit price confirmation and price breakup strictly on the lines of **Appendix-F** within 48 hours of conclusion of the Reverse Auction, failing which Bank may take appropriate action.
- vi. As per the guidelines from the Government of India, Department of Procurement for Industry, and Internal Trade, (DPIIT) the bidder must ensure that all the items/services supplied under this RFP should be from Local Manufacturers/suppliers.
- vii. Errors, if any, in the price breakup format will be rectified as under:
  - (a) If there is a discrepancy between the unit price and total price which is obtained by multiplying the unit price with quantity, the unit price shall prevail and the total price shall be corrected unless it is a lower figure. If the Bidder does not accept the correction of errors, the Bid will be rejected.
  - (b) If there is a discrepancy in the unit price quoted in figures and words, the unit price in figures or in words, as the case may be, which corresponds to the total Bid price for the Bid shall be taken as correct.
  - (c) If the Bidder has not worked out the total Bid price or the total Bid price does not correspond to the unit price quoted either in words or figures, the unit price quoted in words shall be taken as correct.
  - (d) The Bidder should quote for all the items/services desired in this RFP. In case, prices are not quoted by any Bidder for any specific product and / or service, for

the purpose of evaluation, the highest of the prices quoted by other Bidders participating in the bidding process will be reckoned as the notional price for that service, for that Bidder. However, if selected, at the time of award of Contract, the lowest of the price(s) quoted by other Bidders (whose Price Bids are also opened) for that service will be reckoned. This shall be binding on all the Bidders. However, the Bank reserves the right to reject all such incomplete Bids.

## 19. 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.

### 1. AWARD CRITERIA AND AWARD OF CONTRACT:

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

Bank intends to allocate procurement of total quantity to L1 successful bidder through GeM Portal. The Bidders will be selected on the basis of the price discovered in the Reverse Auction. The allocation shall be subject to PPP-MII compliance: -

Guidelines on Public Procurement (Preference to Make in India), Order 2017 (PPP-MII Order and 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%. Purchase preference shall be given to Class-I local supplier over Class – II local supplier'.

ii. **Verification of local content**

The 'Class-I local supplier'/'Class-II local supplier' at the time of submission of bid shall be required to provide self-certification as per **Appendix-G** that the product or service offered meets the minimum local content requirement for 'Class-

I local supplier’/ ‘Class-II local supplier’ as the case may be and shall give details of location(s) at which the local value addition is made.

- iii. Total cost of Services along with cost of all items specified in **Appendix-F** would be the Total Cost of Ownership (TCO)/Total Project Cost and should be quoted by the Bidder(s) in indicative price bid and reverse auction.
- iv. Bank will notify successful Bidder in writing by way of issuance of Letter of Acceptance through letter or email. The selected Bidder has to return the duplicate copy of the same to the Bank within **7 working days**, duly Accepted, Stamped and Signed by Authorized Signatory in token of acceptance.
- v. The successful Bidder will have to submit Non-disclosure Agreement, Bank Guarantee for the amount and validity as desired in this RFP and strictly on the lines of format given in appendix of this RFP together with acceptance of all terms and conditions of RFP.
- vi. Copy of board resolution and power of attorney (POA wherever applicable) showing that the signatory has been duly authorized to sign the acceptance letter, contract and NDA should be submitted.
- vii. The successful Bidder shall be required to submit a Bank Guarantee at the time of execution of SLA/ issuance of purchase order, for entering into a contract with the Bank.
- viii. Till execution of a formal contract, the RFP, along with the Bank’s notification of award by way of issuance of letter of acceptance and Service Provider’s acceptance thereof, would be binding contractual obligation between the Bank and the successful Bidder.
- ix. The Bank reserves the right to stipulate, at the time of finalization of the Contract, any other document(s) to be enclosed as a part of the final Contract.
- x. Failure of the successful Bidder to comply with the requirements/terms and conditions of this RFP shall constitute sufficient grounds for the annulment of the award and forfeiture of BG.
- xi. Upon notification of award to the successful Bidder, the Bank will promptly notify the award of contract to the successful Bidder on the Bank’s website.

## 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 Bank Guarantee [PBG] of the amount @ 3% of the Total Cost of Ownership (TCO) on the Final reverse auction price (which shall be calculated and advised by the Bank to Selected Bidder(s) with validity period of 42 months to be furnished by the Selected Bidder(s). The PBG furnished hereunder should strictly be on the format at **Appendix-H** by the finally selected Bidder(s). The PBG must be issued by a Scheduled Commercial Bank other than SBI and needs to be submitted within the specified time of receipt of formal communication from the Bank about their Bid finally selected. Purchase Order (PO) will be released only after receipt of the Performance Bank Guarantee. In case, SBI is the sole Banker for the Bidder, a Letter of Comfort from SBI may be accepted.
- ii. The PBG is required to protect 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 RFP; or breach of any terms and conditions of the RFP, which may warrant invoking of Bank Guarantee.
- iii. The Bank reserves the right to invoke the PBG on following grounds:

Unsatisfactory performance of the Service Provider during the entire contract period of 3 years and extended period beyond 3 years, if done, is also included.

Unsatisfactory performance means that:

- a. Non-compliance of any clause of this RFP and agreements.
  - b. Not maintaining uptime.
  - c. Non-compliance of Cash reconciliation, resolution of complaints etc.,
- iv. If such deficiencies (Points 24 iii) are observed in at least 5% allocated sites of that Service Provider under this RFP, then Bank reserves right to terminate the contract, and /or invoke the entire PBG and may blacklist the Service Provider. During the transition phase, the existing Service Provider shall render all reasonable assistance to the other 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. The Bank will offer other successful Service Provider of this RFP to perform the services of the terminated Service Provider under this RFP at the same cost discovered through this RFP. In all such cases under clause 24 iii, a cure period of 30 days shall be given to the Service Provider before Termination Notice by the Bank. 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.

## **25. SERVICES:**

- i. Service Provider should ensure that the quality of methodologies for delivering the services, adhere to quality standards/timelines stipulated therefor.
- ii. Service Provider shall provide and implement patches/ upgrades/ updates for hardware/ software/ operating System / middleware etc as and when released by them/ OEM or as per requirements of the Bank. Service Provider should bring to notice of the Bank all releases/ version changes.
- iii. Service Provider 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.

- iv. Service Provider shall provide maintenance support for hardware/ software/ operating system/ middleware over the entire period of Contract.
- v. All product updates, upgrades & patches shall be provided by Service Provider free of cost during Contact period.
- vi. Service Provider shall support the product or specified hardware/software during the period of Contract as specified in Scope of work in this RFP.
- vii. During the contract period, Service Provider will have to undertake comprehensive support of the product or specified hardware/software and all new versions, releases, and updates for all standard product or specified hardware/software to be supplied to the Bank at no additional cost. During the support period, Service Provider shall maintain the product or specified hardware/software to comply with parameters defined in this RFP. Service Provider 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 product or specified hardware/software.
- viii. During the contract period, Service Provider shall ensure that services of professionally qualified personnel are available for providing comprehensive on-site maintenance of the product or specified hardware/software and its components as per the Bank's requirements. Comprehensive maintenance shall include, among other things, day to day maintenance of the product or specified hardware/software a 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. Service Provider 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 product or specified hardware/software, Service Provider shall ensure that product or specified hardware/software is made operational to the full satisfaction of the Bank within the given timelines.
- ix. Contract period, on-site and comprehensive in nature and must have back to back support from the OEM. Service Provider shall warrant products against defects arising out of faulty design etc. during the specified support period.
- x. In the event of product or specified hardware/software break down or failures at any stage, protection available, which would include the following, shall be specified.
  - (a) Diagnostics for identification of product or specified hardware/software failures
  - (b) Protection of data/ configuration

- (c) Recovery/ restart facility
  - (d) Backup of product or specified hardware/software / configuration
- xi. 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.
- xii. Service Provider 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.
- xiii. Service Provider support staff should be well trained to effectively handle queries raised by the customers/employees of the Bank.
- xiv. Updated escalation matrix shall be made available to the Bank once in each quarter and each time the matrix gets changed.

## **26. PENALTIES:**

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

## **27. RIGHT TO VERIFICATION:**

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

## **28. RIGHT TO AUDIT:**

- i. The Selected Bidder (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 Service Provider. 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.

- ii. 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, 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 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 Service Provider. However, Service Provider shall not be obligated to provide records/data not related to Services under the Agreement.
- iv. Service provider shall grant 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.

## 29. SUBCONTRACTING:

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

- (i) Sub-Contracting is not permitted. However, Bank may permit sub-contracting on case-to case basis at the sole discretion of the Bank. If permitted, the Service Provider shall carry out its standard due diligence process on sub-contracting/ sub-contractor.
- (ii) Service Provider shall comply with all the instructions, requirements and any other conditions suggested by the Bank in order for the Bank to comply with its site access and regulatory audit requirements and upon' s Bank request Service Provider will provide a written confirmation of compliance with the requirements of this provision.

(iii) With the Bank's prior written approval, Service Provider may change the sub-contractor, provided it does not impact the quality of Services being delivered. However, Service Provider shall inform the Bank on its intention to change the sub-contractor and reason thereof.

(iv) Service Provider shall be responsible for all the Services provided to the Bank regardless of which entity is conducting the operations. Service Provider is also responsible for ensuring that the sub-contractor comply with all security/confidentiality requirements and other terms and conditions as applicable to Service Provider mentioned in this RFP. Bank reserves the right to conduct independent audit in this regard.

(v) Service Provider shall ensure that suitable documents including confidentiality agreement are obtained from the sub-contractor and the Service Provider shall ensure that the secrecy and faith of the Bank's data / processes is maintained.

(vi) Notwithstanding approval of the Bank for sub-contracting, the Service Provider shall remain liable to the Bank for all acts/omissions of sub-contractors.

(vii) Service Provider shall ensure that it shall have all back-to-back commitments from its Service Provider in such agreements.

(viii) Service Provider shall provide the complete details of Services sub-contracted by it including the details of sub-contractor(s) and/or its agent to the Bank as and when requested.

### 30. VALIDITY OF AGREEMENT:

The Agreement/ SLA will be valid for the period of 3 year(s), which can be extended upto 2 years at the sole discretion of Bank. The Bank reserves the right to terminate the Agreement as per the terms of RFP/ Agreement.

### 31. LIMITATION OF LIABILITY:

- i. The maximum aggregate liability of 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.

### **32. CONFIDENTIALITY:**

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

### **33. DELAY IN SERVICE PROVIDER’S PERFORMANCE:**

- i. Services shall be made by Service Provider within the timelines prescribed in part II of this document.
- ii. If at any time during performance of the Contract, Service Provider should encounter conditions impeding timely delivery and performance of Services, Service Provider shall promptly notify the Bank in writing of the fact of the delay,

it's 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).

### **34. 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 misdemeanours.
- v. Service Provider shall be liable for ensuring strict compliance with the provisions of all applicable laws including but not limited to Labour Codes [Central/State] The onus of compliance to all the applicable Laws/Acts/ Rules shall rest with the Service Provider only and the Bank will not be liable for any non-compliance. Proof of the same should be submitted by the Service Provider in the manner prescribed by the Bank.
- vi. 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-K** of this RFP.

- vii. 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.
- viii. 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 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.
- ix. **Software Bill of Materials (SBOM)**  
All the software supplied to the Bank or developed for the Bank must be accompanied by a complete SBOM. The SBOM of the software supplied to the Bank or developed for the Bank must include the data fields contained in the Appendix J of this document. In addition, the Software OEM/Owner/Service Provider must ensure that:
- The Software supplied to the Bank or developed for the Bank is having a complete SBOM including all the dependencies up to the last level.
  - Software OEM/Owner/Service Provider should design a Vulnerability Exchange Document (VEX) after a vulnerability is discovered informing the bank about the exploitability status to help prioritize the remediation efforts.
- Subsequently, Software OEM/Owner/Service Provider should provide the Common Security Advisory Framework (CSAF) advisory, which includes detailed information about the vulnerability, such as a description, affected product versions, severity assessment, recommended mitigation steps etc.
- Software OEM/Owner/Service Provider will ensure update of the SBOM in case of any version update or any change in the details on the data point in the SBOM for any reason whatsoever.
- x. Service Provider agrees to comply with the guidelines contained in the Bank's IT Outsourcing Policy / IT Procurement Policy or any other relevant policy (ies) of the Bank, including any amendment thereto, along with compliance to all the Laws of Land and Statutory/Regulatory rules and regulations in force or as and when enacted during the validity period of the contract.

### 35. TECHNICAL DOCUMENTATION:

- i. Service Provider shall 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 service level failure as and when applicable.
- ii. 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.

### 36. INTELLECTUAL PROPERTY RIGHTS AND OWNERSHIP:

- i. For any technology / software / product used/supplied by Service Provider for performing Services for the Bank as part of this RFP, 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.
- 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 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.
- 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); or (ii) any unauthorized modification or alteration of the deliverable (if any) by the Bank.
- vi. 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 RFP shall be deemed to be 'work made for hire' under any Indian/U.S. or any other applicable copyright laws.
- vii. The Intellectual Property Rights on the software code, copyright and source code for various applications/ interfaces developed under this RFP, 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 RFP.
- viii. 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.

### **37. LIQUIDATED DAMAGES:**

If Service Provider fails to deliver and perform any or all the Services within the stipulated time, schedule as specified in this RFP/Agreement, the Bank may, without prejudice to its other remedies under the RFP/Agreement, and unless otherwise extension of time is agreed upon without the application of liquidated damages, deduct from the Project Cost, as liquidated damages 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.

### 38. 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 Performance Security (Bank Guarantee), as mutually agreed upon genuine estimated loss and damage likely to be suffered and incurred by the Bank and not by way of penalty for, inter alia, the time, cost and effort of the Bank, including consideration of such Bidder’s proposal (the “Damages”), without prejudice to any other right or remedy that may be available to the Bank under the bidding Documents and/ or the Agreement or otherwise.
- ii. Without limiting the generality of the above, a Bidder shall be deemed to have a Conflict of Interest affecting the bidding Process, if:
  - (a) the Bidder, its Member or Associate (or any constituent thereof) and any other Bidder, its Member or any Associate thereof (or any constituent thereof) have common controlling shareholders or other ownership interest; provided that this disqualification shall not apply in cases where the direct or indirect shareholding of a Bidder, its Member or an Associate thereof (or any shareholder thereof having a shareholding of more than 5% (five per cent) of the paid up and subscribed share capital of such Bidder, Member or Associate, as the case may be) in the other Bidder, its Member or Associate, has less than 5% (five per cent) of the subscribed and paid up equity share capital thereof; provided further that this disqualification shall not apply to any ownership by a bank, insurance company, pension fund or a public financial institution referred to in section 2(72) of the Companies Act, 2013. For the purposes of this Clause, indirect shareholding held through one or more intermediate persons shall be computed as follows: (aa) where any intermediary is controlled by a person through management control or otherwise, the entire shareholding held by such controlled intermediary in any other person (the “Subject Person”) shall be taken

into account for computing the shareholding of such controlling person in the Subject Person; and (bb) subject always to sub-clause (aa) above, where a person does not exercise control over an intermediary, which has shareholding in the Subject Person, the computation of indirect shareholding of such person in the Subject Person shall be undertaken on a proportionate basis; provided, however, that no such shareholding shall be reckoned under this sub-clause (bb) if the shareholding of such person in the intermediary is less than 26% of the subscribed and paid up equity shareholding of such intermediary; or

- (b) a constituent of such Bidder is also a constituent of another Bidder; or
  - (c) such Bidder, its Member or any Associate thereof receives or has received any direct or indirect subsidy, grant, concessional loan or subordinated debt from any other Bidder, its Member or Associate, or has provided any such subsidy, grant, concessional loan or subordinated debt to any other Bidder, its Member or any Associate thereof; or
  - (d) such Bidder has the same legal representative for purposes of this Bid as any other Bidder; or
  - (e) such Bidder, or any Associate thereof, has a relationship with another Bidder, or any Associate thereof, directly or through common third party/ parties, that puts either or both of them in a position to have access to each other's information about, or to influence the Bid of either or each other; or
  - (f) such Bidder or any of its affiliates thereof has participated as a consultant to the Bank in the preparation of any documents, design or technical specifications of the RFP.
- iii. For the purposes of this RFP, Associate means, in relation to the Bidder, a person who controls, is controlled by, or is under the common control with such Bidder (the "Associate"). As used in this definition, the expression "control" means, with respect to a person which is a company or corporation, the ownership, directly or indirectly, of more than 50% (fifty per cent) of the voting shares of such person, and with respect to a person which is not a company or corporation, the power to direct the management and policies of such person by operation of law or by contract.

### **39. 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 Service Provider/Bidders:

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

Whenever a Service Provider is found lacking in performance, in case of less frequent and less serious misdemeanors, the Service Provider may be put on a holiday listing (temporary debarment) for a period upto 12 (twelve) months. When a Service Provider 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 Service Provider is, however, not removed from the list of empaneled Service Provider, if any. Performance issues which may justify holiday listing of the Service Provider are:

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

(b) **Debarment from participation including removal from empaneled list**

Debarment of a delinquent Service Provider (including their related entities) for a period (one to two years) from the Bank’s procurements including removal from empanelment, wherever such Service Provider is empaneled, due to severe deficiencies in performance or other serious transgressions. Reasons which may

justify debarment and/or removal of the Service Provider from the list of empaneled Service Provider are:

- Without prejudice to the rights of the Bank under Clause 39 " *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.
- Service Provider 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 Service Provider 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 Service Provider as declared by a court of law; or
- Banning by Ministry/Department or any other Government agency.
- Other than in situations of force majeure, technically qualified Bidder withdraws from the procurement process or after being declared as successful bidder: (i) withdraws from the process; (ii) fails to enter into a Contract; or (iii) fails to provide performance guarantee or any other document or security required in terms of the RFP documents;
- If the Central Bureau of Investigation/CVC/C&AG or Vigilance Department of the Bank or any other investigating agency recommends such a course in respect of a case under investigation.
- Employs a Government servant or the Bank's Officer within two years of his retirement, who has had business dealings with him in an official capacity before retirement; or
- Any other ground, based on which the Bank considers, that continuation of Contract is not in public interest.
- If there is strong justification for believing that the partners/directors/proprietor/agents of the firm/company has been guilty of violation of the code of integrity or Integrity Pact (wherever applicable), evasion or habitual default in payment of any tax levied by law; etc.

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

For serious transgression of code of integrity, a delinquent Service Provider (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.

#### **40. 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 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 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, 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 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 Service Provider or to the Bank.
- iv. During the transition, Service Provider shall also support the Bank on technical queries/support on process implementation.

- v. The Bank's right to terminate the Contract will be in addition to the penalties / liquidated damages and other actions as specified in this RFP.
  
- vi. In the event of failure of 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 Service Provider. 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.

#### **41. FORCE MAJEURE:**

- i. Notwithstanding the provisions of terms and conditions contained in this RFP, neither party shall be liable for any delay in in performing its obligations herein if and to the extent that such delay is the result of an event of Force Majeure.
  
- ii. For the purposes of this clause, 'Force Majeure' means and includes wars, insurrections, revolution, civil disturbance, riots, terrorist acts, public strikes, hartal, bundh, fires, floods, epidemic, quarantine restrictions, freight embargoes, declared general strikes in relevant industries, Vis Major, acts of Government in their sovereign capacity, impeding reasonable performance of 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.

#### **42. 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.

#### **43. 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.

#### **44. DISPUTES RESOLUTION:**

- i. All disputes or differences whatsoever arising between the parties out of or in connection with the Contract (including dispute concerning interpretation) or in discharge of any obligation arising out of the Contract (whether during the progress of work or after completion of such work and whether before or after the termination of the Contract, abandonment or breach of the Contract), shall be settled amicably.

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

- ii. 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.

#### **45. GOVERNING LANGUAGE:**

The governing language shall be English.

#### **46. 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.

#### **47. 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):
  - (a) Bank shall pay GST amount after verifying the details of invoice on GSTR 2B on GSTN portal.
  - (b) In case any credit, refund or other benefit is denied or delayed to the Bank due to any non-compliance of GST Laws by the Service Provider 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, Service Provider would reimburse the loss to the Bank including, but not limited to, any tax loss or denial of credit, interest and penalty and reasonable fee for contesting the demand. Amount payable under this clause shall survive irrespective of termination of agreement if the demand pertains to the agreement period.
  - (c) In case of any tax demand or denial of ITC or refund or any other benefit by the GST authorities, both the parties may mutually decide whether to contest the matter. In case, it is decided to contest the matter, the Service Provider 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.

#### **48. 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.

#### **49. TENDER FEE:**

Tender Fee is Exempted under this RFP.

#### **50. Earnest Money Deposit (EMD):**

EMD exempted under this RFP.

#### **51. 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.

**52. CONTRADICTION BETWEEN RFP / SLA:**

- a. 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. The executed Agreement (SLA);
  - ii. Annexure of Agreement (SLA)
  - iii. Purchase Order issued: and
  - iv. RFP and amendments thereto
  
- b. Clauses written in any of the above documents stand valid for the procurement project for the entire contract period and extensions thereof.

**Part-II**

Appendix –A

**BID FORM (TECHNICAL BID)**

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

Date: \_\_\_\_\_

To:

**The Deputy General Manager (I&R),  
State Bank of India,  
Corporate Centre,  
Anytime Channels Dept.,  
3rd floor, The Arcade, World Trade Centre,  
Cuffe Parade, Mumbai 400005.**

Dear Sir,

**Ref: RFP No. SBI/ACV/2026-27/2 dated 15.04.2026**

We have examined the above RFP, the receipt of which is hereby duly acknowledged and subsequent pre-bid clarifications/ modifications / revisions, if any, furnished by the Bank and we offer to provide Services detailed in this RFP. We shall abide by the terms and conditions spelt out in the RFP. We shall participate and submit the commercial Bid through online auction to be conducted by the GeM portal, 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 services/items 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-M** 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 Bidder 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 on GeM portal. 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 letter of acceptance 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 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 company.**

## Appendix-B

**Bidder's Eligibility Criteria**

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

Bidders who do not fulfil any of the criteria need not apply. Bidders should be capable to cater services spread PAN India.

S. No.	Eligibility Criteria	Compliance (Yes/No)	Documents to be submitted
1.	The Bidder must be an Indian Company/ LLP /Partnership firm registered under applicable Act in India.		Certificate of Incorporation issued by Registrar of Companies and full address of the registered office along with Memorandum & Articles of Association/ Partnership Deed.
2.	The Bidder (including its OEM, if any) must comply with the requirements contained in O.M. No. 6/18/2019-PPD, dated 23.07.2020 order (Public Procurement No. 1), order (Public Procurement No. 2) dated 23.07.2020 and order (Public Procurement No. 3) dated 24.07.2020		Bidder should specifically certify in <b>Appendix A</b> in this regard and provide copy of registration certificate issued by competent authority wherever applicable.
3.	The Bidder must have an average turnover of minimum Rs. 5 crore during last 03 (three) financial year(s) i.e. FY 2022-23, FY 2023-24 and FY 2024-25.  The bidder who classifies into Micro and Small Enterprises (MSE), OR Start-up should have an average annual turnover of Minimum Rs. 3 Crores during last 03 (three)		Copy of the audited balance sheets / along with profit and loss statement full set of documents in the audited annual report for last three FY: 2022-23, 2023-24 and 2024-25.

	financial year(s) i.e. FY2022-23, FY 2023-24 and FY 2024-25.		
4.	The Bidder should be profitable organization on the basis of profit before tax (PBT) for at least 01 (one) year out of last 03 (three) financial years mentioned in para 3 above.		Copy of the audited balance sheets / along with profit and loss statement full set of documents in the audited annual report for last three FY: 2022-23, 2023-24 and 2024-25.
5.	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> .
6.	BIS certification: IS 302 (Part 2/ Sec 75): 20184		Relevant certificates issued by competent authority (s) and should be valid.
7.	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.
8.	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.

9.	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.
10.	The Bidder should not have any Service Level Agreement pending to be signed with the Bank for more than 6 months from the date of issue of purchase order.		Bidder should specifically certify in <b>Appendix A</b> in this regard.

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 in table above are relaxed for Startups/MSMEs 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. Similarly, MSMEs should also enclose valid certificate issued by Ministry of Micro, Small and Medium enterprises, Govt. of India.
- 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 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**

To qualify in the Technical Evaluation, a Bidder must comply with all the requirements as listed in the table below. Bidder(s) must submit their response in YES or NO only. Any NO with qualified statement shall be treated as non-compliance and their bid shall be treated as non-responsive.

The participating bidder(s) is/are required to submit conformity to technical proposal in the GeM portal as per Appendix-C of this RFP.

S. No.	Particulars	Features	Validation (Yes or No)
1.	Language Preference	Trilingual Screen Support (English, Hindi, Regional Language),	
2.	User Interface & Screen Size	15" LCD/ LED or higher touch screen with standard bright and full screen display.	
3.	Duration for a single transaction	~ 50 seconds	
4.	Transaction Receipt	80mm thermal	
5.	SBI Branding	There shall be SBI's YONO branding colour scheme on the facia of the machine. The facia should be factory painted in the SBI INK BLUE COLOUR (L481- 105899 / RGB 40-0-113 / Hex #280071) scheme and YONO PRINTED vinyl wraps SHOULD BE STUCK ONTO THE MACHINES.	
6.	Machine Dimensions	Height: 1460mm – 1560mm Width: 600mm – 700mm Depth: 520mm – 620mm	
7.	Cassettes and Capacity	Cash	3 or more, Each Cassette should hold minimum of 2000 notes per cassette. Capable of dispensing all denominations ₹10, ₹20, ₹50 as well as any new denominations, if any, issued subsequently during full contract period, without any extra cost to the Bank. All cassettes should be adjustable to hold and dispense the currency notes if dimensions of currency notes are changed without any additional component requirement.

S. No.	Particulars	Features	Validation (Yes or No)
8.	Coin	4 or more Each Cassette should hold minimum of 5000 coins per cassette. Capable of dispensing all denominations ₹1, ₹2, ₹5, ₹10 as well as any new denominations, if any, issued subsequently during full contract period, without any extra cost to the Bank. All cassettes should be adjustable to hold and dispense the coins if dimensions of coins are changed without any additional component requirement.	
9.	Reject Bin	Reject BIN cassette bin with lock and key with capacity to hold rejected coins & notes. The balance in the reject bin should be mentioned after each transaction in the EJ, along with the denomination wise pieces. Machine should be capable to mention the currencies sent to the reject bin and update the counter and admin balances accordingly.	
10.	Memory & Storage	4GB RAM 512 GB SSD	
11.	Footage retention period	Service Provider shall arrange to store footages for minimum period of 180 days. In case of disputed transaction, the footage to be retained beyond 180 days till that transaction is resolved.	
12.	Network Connectivity	LAN / Wi-Fi / GSM SIM Networking / Connectivity shall be provided by successful bidder, at all sites (installed by bidder under this RFP) and should be networked, monitored and managed by the Service Provider.	
13.	Terminal Uptime	95 % and above	
14.	Processor	12th Generation Intel® Core™ i5 Processor or higher. Service Provider to provide the supported OS/patching related software/ hardware upgrades without any cost to the Bank during the contract period.	
15.	Operating System	Microsoft Windows 11 Else Microsoft Windows 10 Enterprise IOT 2019 or higher with latest service packs. In case supplied OS is declared end of support by Microsoft, the bidder has to replace the same with a supported OS including the	

S. No.	Particulars	Features	Validation (Yes or No)
		supported hardware changes or provide compensating controls without any cost to Bank.	
16.	Web Camera	Solution must be motion- sensitive and capable of capturing image of the person while doing transaction. Camera should be suitably positioned to take image of the person even under extreme / difficult lighting conditions. It shall be the responsibility of the bidder to ensure that the images so captured are able to identify the persons entering the ATM room. The cameras should be pilfer-proof.	
17.	Dispenser - Sensor	Required	
18.	Power Back up	The machine must shut down gracefully to allow completion of the ongoing transaction.	
19.	Remote EOD of machine	Required	
20.	Cost of Funds for Replenishment	To be taken care by Service Provider	
21.	No. of Replenishments in a month	No Limit	
22.	Transaction Processing	Razorpay/ Integration with SBI	
23.	Transaction Settlement	To be taken care by Service Provider	
24.	Process of Reconciliation	To be taken care by Service Provider	
25.	Transaction Logs & Daily Reports	Required	
26.	Dashboard for Real Time Monitoring	Required	
27.	Real Time Transaction Log	Required	
28.	Payment Gateway	Razorpay or any payment gateway approved by NPCI	
29.	Transaction Amount Capping	Required	
30.	Dispute Management a. Partial Dispense b. No Dispense	Technical failure – Auto reversal Hardware failure - Auto reversal to customer without waiting for complaint.	
31.	Complaint Resolution	Within 48 hrs	
32.	Complaint Channel	Dedicated mobile number, WhatsApp and email Id and dedicated Call Centre to be available from 09:30hrs to 18:30hrs from Monday to Saturday.	
33.	Operating Temperature	The machine must be capable of performing under extreme conditions. Temperature: 0 degree Celsius to 50	

RFP for procurement of Services



S. No.	Particulars	Features	Validation (Yes or No)
		degree Celsius (Without Air Conditioner) Relative Humidity: 5 to 95 % (Without Air Conditioner)	

**Name & Signature of authorised signatory**

**Seal of Company**

## Appendix-D

<b>Bidder Details</b>
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## Details of the Bidder

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

**Name & Signature of authorised signatory**

**Seal of Company**

**Scope of Work and Payment Schedule**

**End to end management & installations of 60 Small Value Dispensing Machines (SVDMs) capable to dispensing ₹1, ₹2, ₹5, ₹10 coins or any coins and ₹10, ₹20, ₹50 notes or any notes or both under Opex Model (on monthly rent) through UPI (QR code) based authentication mode for a tenure of 3 years which can be extended upto 2 years at the sole discretion of Bank.**

- During the contract period or any extension thereof, Bank will only pay monthly expenses discovered through reverse auction on GeM Portal.
- It is the comprehensive responsibility of the Service Provider for the installation, financial, operational, transactional, technical, and customer service aspects relating to the Small Value Dispensing Machines (SVDMs) during the entire contract period. This shall include, but not be limited to, arrangement and management of cost of funds for replenishment without any cap on the number of replenishments per month; transaction processing through approved gateway and/or integration with SBI systems, if required or any NPCI-approved SBI payment gateway; transaction settlement; end-to-end reconciliation; maintenance of real-time transaction logs; submission of daily reports; provision of a real-time monitoring dashboard; implementation of transaction amount capping controls; and comprehensive dispute management covering partial dispense and no dispense cases with system-enabled auto-reversal in cases of technical or hardware failure without awaiting customer complaint.
- The entire cost of funds required for replenishment of the machines shall be borne and managed by the selected Service Provider. The Bank shall not bear any financial liability towards float management, interest cost, or working capital deployed for cash loading and replenishment activities.
- The successful bidder shall, upon award of contract, open and maintain a current account with the bank for the purpose of cash management and replenishment operation of the SVDMs. Cash for replenishment shall be issued by the Bank against a valid cheque duly signed by the Service Provider's authorised signatory(ies), as per the mandate provided to the Bank. The Bank shall endeavour to provide the required denomination for SVDM operations, subject to availability and operational feasibility. However, in the event the Bank is unable to provide the specific denominations required, it shall be the sole responsibility of the Service

Provider to arrange the requisite denominations at its own cost and risk to ensure uninterrupted cash availability and continuous operation of the machines.

- The successful bidder shall ensure that the current account opened with the Bank for SVDM operation is mandatorily linked to the respective SVDM. All successful transactions carried out at the SVDM shall be automatically credited to the linked current account as per UPI functionality of NPCI. on a real-time basis/daily settlement basis. This arrangement shall facilitate seamless reconciliation, settlement, accounting, and all other related operational and audit requirements. The bidder shall be responsible for ensuring proper integration, accuracy of transaction mapping, and end-to-end transaction monitoring to avoid discrepancy.
- There shall be no restriction on the number of replenishments in a month. The Service Provider shall ensure timely and adequate replenishment based on transaction volume, consumption pattern, and cash level monitoring to avoid cash-out situations at any time.
- The Service Provider shall integrate Razorpay or any other/SBI payment gateway approved by NPCI for processing digital transactions. The payment gateway must comply with all applicable regulatory guidelines, security standards, and UPI framework requirements.
- The bank shall not be liable or responsible for any loss, damage, theft, burglary, fraud, misappropriation, or destruction of the SVDM machinery, its components, or the cash loaded therein, arising from any cause whatsoever. The entire risk and responsibility in respect of the machines and cash shall solely vest with the Service Provider. The Service Provider shall, at its own cost, arrange and maintain adequate insurance coverage for the SVDMs associated equipment, and cash holdings against all risks, including but not limited to fire, theft, burglary, natural calamities, vandalism, and transit risks. Further, the Service Provider shall be fully responsible to safeguarding of assets, and implementation of necessary risk mitigation measures to prevent any loss or operational disruption.
- The Service Provider shall be fully responsible for end-to-end transaction settlement, including reconciliation of funds with the Bank and other stakeholders.
- The Service Provider shall undertake daily reconciliation of transactions, including successful, failed, reversed, partial dispense, and no-dispense transactions. Any discrepancies identified shall be resolved promptly, and detailed reconciliation reports shall be shared with the Bank at prescribed intervals.

- The system shall maintain comprehensive transaction logs capturing complete audit trails. The Service Provider shall provide daily reports covering transaction count, value, failures, reversals, uptime, cash position, and other MIS parameters as required by the Bank.
- The system shall have configurable transaction amount capping functionality as per regulatory guidelines or as advised by the Bank. The Service Provider shall ensure strict enforcement of the prescribed limits.
- The Service Provider shall implement an automated dispute management mechanism. In case of technical failure resulting in partial dispense or no dispense, the system shall trigger automatic reversal. In case of hardware failure, automatic reversal shall be processed to the customer account without requiring the customer to lodge a complaint, on same day within defined timelines.
- All customer complaints shall be resolved within a maximum period of 48 hours/NPCI specified timeline from the time of lodging of complaint. The Service Provider shall maintain proper tracking, escalation matrix, and closure confirmation mechanism.
- The Service Provider shall establish and maintain dedicated complaint channels including a mobile number, WhatsApp support, email ID, and a dedicated Call Centre. These channels shall remain operational from 09:30 hours to 18:30 hours, Monday to Saturday, to ensure timely customer assistance.
- The Bank is intended to install 60 SVDMS amongst the list of branches mentioned below: -

Circle	Name of the Branch	Branch Code
AMARAVATI	SRIKAKULAM	00919
	RAJAMAHENDRAVARAM	00904
	TIRUPATI MAIN	00933
	SPB PATAMATA	04243
BENGALURU	BENGALURU MAIN	00813
	CURRENCY MANAGEMENT	40782
	BALLARI MAIN	00817
	HUBBALLI MAIN	00846
BHOPAL	BHOPAL MAIN	01308
	INDORE MAIN	00387
	GWALIOR MAIN	00377
	BILASPUR MAIN	00336
BHUBANESWAR	BHUBANESWAR MAIN	00041

Circle	Name of the Branch	Branch Code
	HIGH TECH BRANCH BERHAMPORE	16585
	ROURKELA TOWNSHIP	02112
	CUTTACK MAIN	00059
CHANDIGARH	JALANDHAR MAIN	00660
	CHANDIGARH MAIN	00628
	SHIMLA MAIN	00718
	BATHINDA MAIN	01540
CHENNAI	VELLORE	00947
	THIRUVANNAMALAI	00938
	MADURAI	00869
	COIMBATORE	00827
GANDHINAGAR	AHMEDABAD MAIN	00301
	DEESA MAIN	00359
	GODHRA MAIN	00375
	NILAMBAUG	60318
GUWAHATI	DISPUR	03030
	SILCHAR	00183
	SHILLONG	00181
	JORHAT	00104
HYDERABAD	SECUNDERABAD	00916
	ECIL BRANCH	02714
JAIPUR	TILAK MARG JAIPUR	31510
	JAIPUR SANGANERI GATE - MAIN BRANCH	00656
	KOTA	01534
	DPS CIRCLE JODHPUR	65191
KOLKATA	CHANDANNAGAR BRANCH	00053
	HILL CART ROAD SILIGURI	00184
	BENACHITY	00074
LUCKNOW	LUCKNOW MAIN	00125
	KANPUR MAIN	00107
	RAILWAY COLONY BRANCH	01494
	VARANASI MAIN	00201
MAHARASHTRA	PUNE TREASURY	01904
	NAGPUR	00432
	SHAHAGUNJ, CHH. SAMBHAJI NAGAR	17554
	I.E.NANDED	20049
MUMBAI METRO	NAPEAN SEA ROAD BRANCH	01862
	MANDVI BRANCH	00423
	MAHUL ROAD BRANCH	00564
NEW DELHI	CHANDNI CHOWK	00631

Circle	Name of the Branch	Branch Code
	PB BRANCH NEW DELHI	04041
	FARIDABAD MAIN BRANCH	00734
	GHAZIABAD	00642
PATNA	DORANDA	00212
	DEOGHAR	00064
	PATNA MAIN BRANCH	00152
	BHAGALPUR MAIN BRANCH	00037
THIRUVANANTHAPURAM	THIRUVANANTHAPURAM	00941
	KARUNAGAPPALLY	70056
	VADAKARA	70189
	PALA	70120
<b>Total Number of Branches* identified by Circles is 65</b>		

However, the Bank reserves the right to change, modify, add, or substitute any site/location based on the requirements or request of the concerned Local Head Office (LHO). The successful Bidder shall be bound to change without any objection and shall coordinate with the respective circle/LHO for revised site confirmation prior to dispatch and installation. No claim on account of change in location within the identified geography shall be entertained by the Bank.

- After the initial installation of machine and during the course of contract period, if Bank decides to relocate or shift any machine from one site to another, the Service Provider shall be obligated to undertake such shifting of the machine as per the instruction of the bank. However, Service Provider shall be entitled to charge logistic and transportation expenses for such shifting, which shall be mutually agreed upon between the Bank and the Service Provider prior to undertaking the relocation.
- The Service Provider shall maintain availability/Uptime minimum of 95% at individual machine level as well as for the entire channel. For this purpose, 'channel' will include total number of machines in a Circle/Pan India.
- There shall be no exclusion to availability, except force majeure cases like flood, earthquake, natural calamities and vandalism cases etc. as mentioned under the "Force Majeure" clause of this RFP.
- Upon expiry of the contract period or in the event of termination of the contract for any reason whatsoever, the Service Provider shall, without any cost to the Bank, remove and securely hand over the Hard Disk(s) installed in the SVDMS to the cash issuing branch or as advised by the Bank. The handover shall be carried out in a

secure manner, ensuring preservation of data integrity and confidentiality, and shall be duly documented through a proper acknowledgement. The Service Provider shall not retain any data stored in the Hard Disk(s)/cloud server or anywhere in the machines/remote server and shall comply with the Bank's data security and regulatory requirements in this regard.

- The Service Provider shall ensure correctness and genuineness of the cash and shall take only machine fit currency notes for replenishment to its possession. Once the note packets are received and acknowledged, Service Provider would be responsible for shortage and fake currency if any, noticed subsequently.
- Successful Service Provider shall submit board approved Business Continuity Plan (BCP)/ Disaster Recovery Plan (DRP) every year mandatorily or as and when required by the Bank and acceptable to the Bank for SVDMs end to end maintenance.
- It shall be the sole responsibility of the Service Provider to ensure Comprehensive Annual maintenance Contract (AMC) coverage for the SVDMs, and all associated components, parts, peripherals, and accessories during the entire contract period. The AMC shall be maintained at the Service Provider's own cost and risk, and shall include preventive maintenance, corrective maintenance, replacement of defective parts, and ensuring minimum uptime as stipulated in this RFP. The Bank shall not bear any cost on account of repair, replacement, servicing, or maintenance of the machines or their components.
- SVDM machines deployed by successful bidder should comply with RBI, IBA, Central / State / Local Authority guidelines. The Service Provider should ensure to meticulous compliance of guidelines issued by Ministry of Finance (DFS) with Gazette Notification No.CG-DL-E-02022024-251744 dated 02.02.2024 regarding "Accessibility Standards and Guidelines for Banking Sector" and further guidelines thereof during contract period. If any new guidelines are issued by these organizations, the bidder/Service Provider shall arrange for its compliance / upgradation and bear the cost for the same. Non-compliance by bidders shall attract penalty of ₹ 100 per day from the end date advised by the Bank for compliance.
- It is essential to ensure compliance with all applicable government and banking regulations, particularly those relating to accessibility for Divyangjan (Persons with disabilities) Specially designed machines, including their height, operational features, and talking ATM facilities, must conform to the prescribed accessibility standards.
- Service provider shall ensure to completion of installation and cash live of the machine within a period of 60 days from the date of issuance of Purchase Order. In

the event of failure to complete the rollout within the stipulated timeline, a penalty of ₹ 100 per day shall be levied for the period of delay. Further, in case of inordinate delay, attributable to service provider, the Bank reserves the right to terminate the contract, at its sole discretion.

## Appendix-F

## Indicative Price Bid

End to end management and installation of 60 SVDMs under Monthly rental basis.

**Name of the Bidder:**

Sr. No.	Type of services / Items	Quantity	Rate per machine per month	Period (months)	Total Cost Ownership without GST	Total Cost of Ownership with GST*
1.	End to end management and installation 60 SVDMs	60		36		

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



**F2: TAX RATE**

End to end management and installation of SVDMS under Monthly rental basis.

**NAME OF THE BIDDER:** \_\_\_\_\_

Services	Tax 1	Tax 2 (if any)	Tax 3 (if any)
End to end management and installation 60 SVDMS	Name of Tax: GST	Name of Tax: _____	Name of Tax: _____
	Tax           %: _____	Tax           %: _____	Tax           %: _____

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



**F3: TCO CALCULATION**

**All Bidders have to compute their expected TCO based on their quoted rates in F1 “PRICE BID FORMAT” as per the calculation method:**

**End to end management and installation of SVDMs under Monthly rental basis.**

**NAME OF THE BIDDER: \_\_\_\_\_**

TCO is the Total Cost of Ownership of the project, computed for 3 years

**“There will be monthly billing. The payment shall be done in subsequent month(s), after computation of applicable penalties, if any.”**

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

## Appendix–G

**Format for Self-Certification of Local Content**

Date:

To,

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Dear Sir,

**Ref.: RFP No. : SBI/ACV/2026-27/2 dated 15.04.2026**

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

1. The details of location(s) at which the local value addition is made are as under:

Sl No	Product details	Name of place
1		
2		

3. This certificate is submitted in reference to the Public Procurement (Preference to Make in India), Order 2017 including revision thereto.

**Signature of authorised official****Name:****Company seal:**

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

1. THIS BANK GUARANTEE AGREEMENT executed at \_\_\_\_\_this \_\_\_\_\_day of \_\_\_\_\_2026 by \_\_\_\_\_ (Name of the Bank) \_\_\_\_\_ having its Registered Office at \_\_\_\_\_ and its Branch at \_\_\_\_\_ (hereinafter referred to as "the Guarantor", which expression shall, unless it be repugnant to the subject, meaning or context thereof, be deemed to mean and include its successors and permitted assigns) IN FAVOUR OF State Bank of India, a Statutory Corporation constituted under the State Bank of India Act, 1955 having its Corporate Centre at State Bank Bhavan, Nariman Point, Mumbai and one of its offices at \_\_\_\_\_(procuring office address), hereinafter referred to as "SBI" which expression shall, unless repugnant to the subject, context or meaning thereof, be deemed to mean and include its successors and assigns).
2. WHEREAS M/s \_\_\_\_\_, incorporated under \_\_\_\_\_ Act having its registered office at \_\_\_\_\_ and principal place of business at \_\_\_\_\_ (hereinafter referred to as "Service Provider/ Service Provider" 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 Service) (hereinafter referred to as "Services") to SBI in accordance with the Request for Proposal (RFP) No. **SBI/ACV/2026-27/2** dated **15/04/2026**
3. WHEREAS, SBI has agreed to avail the Services from Service Provider for a period of \_\_\_\_\_ year(s) subject to the terms and conditions mentioned in the RFP.
4. WHEREAS, in accordance with terms and conditions of the RFP/Purchase order/Agreement dated \_\_\_\_\_, Service Provider is required to furnish a Bank Guarantee for a sum of Rs. \_\_\_\_\_/- (Rupees \_\_\_\_\_ only) for due performance of the obligations of 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.

5. WHEREAS, the Bank Guarantee is required to be valid for a total period of \_\_\_\_\_ months and in the event of failure, on the part of 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 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 Service Provider.
4. This Guarantee shall not be revoked by us (the Guarantor) without prior consent in writing of the SBI.

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

- i. Any neglect or forbearance on the part of SBI to Service Provider or any indulgence of any kind shown by SBI to Service Provider or any change in the terms and

- conditions of the Agreement or the Services shall not, in any way, release or discharge the Bank from its liabilities under this Guarantee.
- ii. This Guarantee herein contained shall be distinct and independent and shall be enforceable against the Guarantor, notwithstanding any Guarantee or Security now or hereinafter held by SBI at its discretion.
  - iii. This Guarantee shall not be affected by any infirmity or absence or irregularity in the execution of this Guarantee by and / or on behalf of the Guarantor or by merger or amalgamation or any change in the Constitution or name of the Guarantor.
  - iv. The Guarantee shall not be affected by any change in the constitution of SBI or Service Provider or winding up / liquidation of Service Provider, whether voluntary or otherwise
  - v. This Guarantee shall be a continuing guarantee during its validity period.
  - 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**

**Other Terms and Penalties**

1. During the Contract period Service Provider will provide support for operating systems and other preinstalled software components, hardware on which these softwares & operating system will be installed. Service Provider shall repair or replace worn out or defective parts including all plastic parts of the equipment at his own cost including the cost of transport.
2. During the term of the Contract, Service Provider will maintain the equipment in perfect working order and condition and for this purpose will provide the following repairs and maintenance services:
  - (a) Free maintenance services during the contract period. Professionally qualified personnel who have expertise in the hardware and system software supplied by Service Provider will provide these services.
  - (b) Service Provider shall rectify any defects, faults and failures in the equipment and shall repair/replace worn out or defective parts of the equipment during Bank working hours i.e. from 8.00 A.M. to 8.00 P.M. on all working days (viz. Monday to Saturday). In case any defects, faults and failures in the equipment could not be repaired or rectified during the said period, the engineers of the Service Provider are required to accomplish their duties beyond the said schedules in case of any situation if it so warrants. In cases where unserviceable parts of the equipment need replacement, the Service Provider shall replace such parts, at no extra cost to the Bank, with brand new parts or those equivalent to new parts in performance. For this purpose, the Service Provider shall keep sufficient stock of spares at its premises.
  - (c) The maximum response time for a maintenance complaint from the site of installation (i.e. time required for Service Provider's maintenance engineers to report to the installations after a request call / fax /e-mail is made or letter is written) shall not exceed 06 hours.
  - (d) Service Provider shall ensure that faults and failures intimated by the Bank as above are resolve within 24 hours of being informed of the same. In any case the equipment should be made workable and available not later than the next working day of the Bank.

(e) Service Provider shall ensure that the full configuration of the equipment is available to the Bank in proper working condition viz. uptime of 95% of the time on a month to month basis.

(f) For purpose of calculating penalty, uptime is calculated as under:

$$\text{Uptime (\%)} = \frac{\text{Sum of total hours during month} - \text{Sum of downtime hours during month}}{\text{Sum of total hours during the month}} \times 100$$

$$\text{Total hours during the month} = \text{No. of working days} \times \text{___ hours}$$

(g) Penalties for SLA shall be as under.

Sr. No.	Service Parameter	Service Level Requirement	Penalty
1	Cash-out Situation	Service Provider shall ensure timely replenishment and monitoring of cash levels to avoid cash-out situations. Cash availability should be maintained at all times.	₹ 100 per instance if machine remains in cash-out condition for more than 4 hours, subject to maximum ₹ 2,000 per machine per month.
2	Transaction Reversal Delay	Automatic reversal for failed / partial / no dispense transactions should be completed within 48 hours or as per regulatory guidelines, whichever is earlier.	₹ 100 per instance of delay beyond the prescribed timeline.
3	Monitoring Dashboard Downtime	Service Provider shall provide a centralized real-time monitoring dashboard accessible to the Bank for tracking machine status, cash availability, uptime, and transaction statistics.	₹100 per day if the dashboard is unavailable or inaccessible to the Bank beyond 2 hours.
4	Machine Uptime	Minimum 95% uptime per machine per month, excluding downtime due to force majeure or reasons attributable to the Bank.	₹ 100 per machine for every 1% drop below the stipulated uptime level, subject to a maximum of ₹ 2000 per machine per month.
5	Complaint Resolution Time	All customer complaints to be resolved within 48 hours of registration.	₹100 per complaint for delay beyond the stipulated timeline.

- (h) **Preventive maintenance:** Service Provider shall conduct preventive maintenance (including but not limited to inspection, testing, satisfactory execution of all diagnostics, cleaning and removal of dust and dirt from the interior and exterior of the equipment, and necessary repair of the equipment) once within first 15 days of every alternate month during the currency of the Contract on a day and time to be mutually agreed upon. Notwithstanding the foregoing Service Provider recognizes the Bank's operational needs and agrees that the Bank shall have the right to require Service Provider to adjourn preventive maintenance from any scheduled time to a date and time not later than 15 working days thereafter.
- (i) All engineering changes generally adopted hereafter by Service Provider for equipment similar to that covered by the Contract, shall be made to the equipment at no cost to the Bank.
- (j) Qualified maintenance engineers totally familiar with the equipment shall perform all repairs and maintenance service described herein.
- (k) The Bank shall maintain a register at its site in which, the Bank's operator/supervisor shall record each event of failure and /of malfunction of the equipment. Service Provider's engineer shall enter the details of the action taken in such register. Additionally, every time a preventive or corrective maintenance is carried out, the Service Provider's engineer shall make, effect in duplicate, a field call report which shall be signed by him and thereafter countersigned by the Bank's official. The original of the field call report shall be handed over to the Bank's official.
- (l) Service Provider shall provide replacement equipment if any equipment is out of the premises for repairs.
3. Any worn or defective parts withdrawn from the equipment and replaced by Service Provider shall become the property of Service Provider. Notwithstanding anything contained contrary, if any hard disk or storage device is required to be replaced, the same shall not be handed over to Service Provider and same will continue to remain in possession of the Bank.
4. Subject to the security requirement, Service Provider's maintenance personnel shall, be given access to the equipment, when necessary, for purpose of performing the repair and maintenance services indicated in this RFP.
5. If Bank desires to shift the equipment to a new site and install it thereof, the Service Provider shall be informed of the same. The Bank shall bear the reasonable mutually agreed charges for such shifting and Service Provider shall provide necessary

arrangement to the Bank in doing so. The terms of this RFP, after such shifting to the alternate site and reinstallation thereof would continue to apply and binding on Service Provider.

6. The Bank shall arrange to maintain appropriate environmental conditions within the acceptable limits required for equipment similar to that covered by this RFP.
7. If, in any month, Service Provider fails to fulfill the provisions of clauses as contained in appendix-I and elsewhere in RFP, Bank shall be entitled to deduct the proportionate rentals without prejudice to the right of the Bank to terminate the contract. This shall include Banks right to deduct rentals from future payments or Service Provider shall refund the amount already paid forthwith to Bank on demand.
8. Future additions of Hardware / Software:
  - (a) The Bank would have the right to:
    - i. Shift supplied systems to an alternative site of its choice.
    - ii. Disconnect / connect / substitute peripherals such as printers, etc. or devices or any equipment / software acquired from another Service Provider.
    - iii. Expand the capacity / enhance the features / upgrade the hardware / software supplied, either from Service Provider, or third party, or developed in-house.

Provided such changes or attachments do not prevent proper maintenance, from being performed or unreasonably increase Service Provider cost of performing repair and maintenance service.

- (b) The contract terms would not be considered as violated if any of 8(a) above takes place. Should there be a fault in the operations of the system, Service Provider, would not unreasonably assume that the causes lie with these components / software not acquired from them.

## Appendix–J

**FORMAT FOR THE SOFTWARE BILL OF MATERIALS (SBOM) OF THE SOFTWARE SUPPLIED TO THE BANK / DEVELOPED FOR THE BANK**

Sr.	Data Field	Details
1	Component Name	
2	Component Version	
3	Component Description	
4	Component Supplier	
5	Component License	
6	Component Origin	
7	Component Dependencies	
8	Vulnerabilities	
9	Patch Status	
10	Release Date	
11	End of Life (EOL Date) Date	
12	Criticality	
13	Usage Restrictions	
14	Checksums or Hashes	
15	Executable Property	
16	Archive Property	
17	Structured Property	
18	Unique Identifier	
19	Comments or Notes	
20	Any Other Relevant Data	
21	Author of SBOM Data	
22	Timestamp	

Guidance notes on filling the SBOM format above:

1. **Component Name:** The name of the software component or library included in the SBOM.
2. **Component Version:** The version number or identifier of the software component.
3. **Component Description:** A brief description or summary of the functionality and purpose of the software component.
4. **Component Supplier:** The entity or organization that supplied the software component, such as a vendor, third-party supplier, or open-source project.
5. **Component License:** The license under which the software component is distributed, including details such as the license type, terms, and restrictions.
6. **Component Origin:** The source or origin of the software component, such as whether it is proprietary, open-source, or obtained from a third-party vendor.
7. **Component Dependencies:** Any other software components or libraries that the current component depends on, including their names and versions.
8. **Vulnerabilities:** Information about known security vulnerabilities or weaknesses associated with the software component, including severity ratings and references to security advisories or CVE identifiers.
9. **Patch Status:** The patch or update status of the software component, indicating whether any patches or updates are available to address known vulnerabilities or

issues.

10. **Release Date:** The date when the software component was released or made available for use.
11. **End-of-Life (EOL) Date:** The date when support or maintenance for the software component is scheduled to end, indicating the end of its lifecycle.
12. **Criticality:** The criticality or importance of the software component to the overall functionality or security of the application, often categorized as critical, high, medium, or low.
13. **Usage Restrictions:** Any usage restrictions or limitations associated with the software component, such as export control restrictions or intellectual property rights.
14. **Checksums or Hashes:** Cryptographic checksums or hashes of the software component files to ensure integrity and authenticity.
15. **Executable Property:** Attributes indicating whether a component within an SBOM can be executed.
16. **Archive Property:** Characteristics denoting if a component within an SBOM is stored as an archive or compressed file.
17. **Structured Property:** Descriptors defining the organized format of data within a component listed in an SBOM.
18. **Unique Identifier:** A unique identifier is a distinct code assigned to each software component, structured as "**pkg: supplier/ Organization Name/Component Name@ Version? qualifiers& subpath,**" aiding in tracking ownership changes and version updates, thus ensuring accurate and consistent software component management.
19. **Comments or Notes:** Additional comments, notes, or annotations relevant to the software component or its inclusion in the SBOM.
20. **Any Other Relevant Data:** Any other data related to the component may be incorporate herein. Additional rows may be added, if need be.
21. **Author of SBOM Data:** The name of the entity that creates the SBOM data for this component.
22. **Timestamp:** Record of the date and time of the SBOM data assembly.

## Appendix–K

**NON-DISCLOSURE AGREEMENT**

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

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

And

\_\_\_\_\_ a private/public limited company/LLP/Firm *<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 Service Provider appoints any Sub-Contractor (if allowed) then Service Provider may disclose confidential information to such Sub-Contractor subject to such Sub Contractor giving the Bank an undertaking in similar terms to the provisions of this clause. Any breach of this Agreement by Receiving Party's Covered Person or Sub-Contractor shall also be constructed a breach of this Agreement by Receiving Party.
- (b) Receiving Party may disclose Confidential Information in accordance with judicial or other governmental order to the intended recipients (as detailed in this clause), provided Receiving Party shall give Disclosing Party reasonable notice (provided not restricted by applicable laws) prior to such disclosure and shall comply with any applicable protective order or equivalent. The intended recipients for this purpose are:
  - i. the statutory auditors of the either party and
  - ii. government or regulatory authorities regulating the affairs of the parties and inspectors and supervisory bodies thereof
- (c) Confidential Information and Confidential Material may be disclosed, reproduced, summarized or distributed only in pursuance of Receiving Party's business

relationship with Disclosing Party, and only as otherwise provided hereunder. Receiving Party agrees to segregate all such Confidential Material from the confidential material of others in order to prevent mixing.

3. **Rights and Remedies**

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

4. **Miscellaneous**

- (a) All Confidential Information and Confidential Materials are and shall remain the sole 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		



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

<b>Service Provider 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-M

**SECURITY CONTROLS**

In addition to the eligibility criteria defined in Appendix-B, Bidder(s) are also required to comply with the following points and submit their compliance on the same on their letter head. In case of non-compliance of any of the requirement, Bid would be rejected:

**Condition:**

Service Provider shall have obligation to comply with all the recommendations/close all the vulnerabilities reported in the various security review, IS Audit, UAT etc conducted by the Bank, regulators, bank appointed third party at various stages during the contact period without any additional cost the Bank.”

The Bidder/vendor must comply with State Bank’s IS policy, Cyber Security Policy and IT Policy and regulatory requirements.

List of controls related to Information Security the Bidder/vendor is required to implement.

S No.	Conditions	Evidence	Compliance Yes /No
1	Whether third party has implemented physical controls to allow access to computing facilities only to authorized users? If yes, whether the sufficiency and effectiveness of physical controls is assessed by independent security auditors?	ISO27001 certification or any other equivalent Audit Certificate covering the Control Point	
2	Whether third party conducts security Assessment of all their applications (SBI related) covering activities (including not limited to) Appsec, API Testing, Source Code Review, DFRA, Process Review, Access Control, Vulnerability Assessment, Penetration Testing etc through regulator/government (CERT empanelled or others) approved auditors. Any device hosted by Third party in SBI environment should also be covered	Evidence of latest CERT In empanelled auditors report along with Scope	
3	Whether the 3rd Party/Vendor’s Servers are suitably protected from external threats by way of security solutions like firewall, IDS/IPS, AV, DLP etc.?	Evidence for controls in place	
4	Whether the 3rd Party/Vendor’s Endpoints is suitably protected from data exfiltration through Security Solutions like DLP etc	Evidence for controls in place	
5	Whether the 3rd Party/Vendor follows the best practices of creation of separate network zones (VLAN segments) for Production and non-Production such as UAT	CERT empanelled auditor’s Report on verification of its implementation.	

6	Whether the Third party periodically monitors/ reviews the firewall rules including that of Open Vulnerable Ports to ensure that only need based rules are in place.	Approved Process of Firewall Rules and self-certification (signed by IS Head of the company) for non-presence of overly permissible such as Any-Any Rules or generic rules/evidence for latest FW	
7	Whether internal servers are exposed to direct Internet access?	Evidence of purpose/need of this and verification of controls in place by CERT empanelled auditors.	
8	Whether the privilege access activities are logged, (traceable to a specific user id with no default admin or root id used), monitored, controlled, and governed as per best security practices?	Evidence of Privileged access logs and PIMS implementation	
9	Whether Sufficient logs for Forensic Assessments are generated, stored securely, and reviewed regularly through a SOC	Log generation, storage and review process certified by CERT empanelled auditor.	
10	Whether the third party has a dedicated Incident Mgmt. Mechanism to handle Cyber Incidents well within the timelines prescribed as per their internal guidelines?	ISO27001 certification or Evidence showing latest Policy Review and Approval	
11	Whether resources deployed by third party for development, are properly skilled /trained in Secure Coding Practices, Secure Data management Practises?	ISO27001 certification or Undertaking with Evidence covering the control point	
12	Whether third party has a mechanism in place to ensure that the employees of third party return the assets containing SBI/SBI Customer data after role change or completion/ termination of the project or company?	ISO27001 certification or Asset Mgmt. Procedures Approved, Asset Issue Register	
13	Whether employee on-boarding process of third party covers background verification of the officials before allowing access to the systems/ data?	ISO27001 certification or Undertaking with evidence covering the control point.	
14	Whether the 3rd Party/Vendor/Vendor has (Board/Top Management approved) Information Security Policy and Procedures, in place with periodic reviews (minimum annually) by Top Management? The policy should cover below aspects of Information Security: 1. Human Resource Management 2. Asset Management 3. Cryptographic Controls 4. Access Management 5. Log Management 6. Third Party Cyber Risk Management 7. Network Security Management 8. Application Security Management 9. End-point Security Management 10. Incident Management 11. Physical Security 12. Change Management	ISO Certification or Content Table/ Page of IS Policy and review history page	

15	Whether suitable Security certifications (ISO, PCI-DSS, SOC1 and SOC2 etc) of the security posture at vendor environment are in place?	Certificate with validity period, if available.	
16	Whenever any work or part of work is outsourced by the Third Party to any other party(subletting), whether the Security posture of the subsequent Party(ies) are reviewed to ensure that same are equivalent to those of the third Party (i.e., SBI vendor)?	SLA Clause and Self Certification of having reviewed the systems of sub-letting entity by vendor i.e., 3rd party.	
17	Whether the PII/ SPDI data is secured in transit by encryption with best-in-class encryption standards as per global best practises?	Evidence of encryption techniques implemented	
18	Whether the key management system of the third party ensures segregation and uniqueness of keys for SBI visà-vis other clients?	Approved Process for Key Mgmt. and Evidence of actual implementation of Key Sharing	
19	Whether SBI data, stored at 3rd party, is appropriately segregated from other clients at least through logical isolation at database level?	Evidence of logical segregation	
20	Whether third party has processes in place to permanently erase SBI data from all environments (LIVE/ archived or data in external media), immediately after the need or clearly defined retention period as per the business engagement? Whether mechanism is in place to monitor the same?	Self-certification in case of Govt entity and Approved Purging Process & timeline and Evidence of actual implementation for nonGovt entities duly verified by CERT empanelled IS auditor.	
21	Whether Data at Rest encryption is ensured for both Live and archived data/ backup in external media etc? Are encryption keys stored in HSM.	Evidence of encryption techniques implemented.	
22	Whether the third Party has a mechanism to delete all SBI data when consent is revoked by SBI Customer or when the relationship ceases.	Regulator/ Govt approved or CERT empanelled auditors report on the secured mechanism implemented for deleting the data.	
23	Whether the application and database (containing SBI data) are hosted in Public Cloud? If yes, whether Cloud Security aspects including but not limited to the following are ensured: - a. Is there a Secure Migration Process b. Is there a Secure Deletion Process c. Is Cloud Security Review performed on regular basis	(CERT-In/ Govt/ Regulatory approved Auditors report on the Cloud Control checks provided under section "Critical Data Processed or Stored in Multi-tenant Cloud"	
24	Whether a properly documented Change Management process has been instituted by the 3rd Party/ Vendor?	ISO Certification or Change Management Procedures, Release Trackers	
25	Whether the Vendor performs periodic DR Drills	ISO27001 Certification or Evidence of conducting DR drills, and lessons learnt and their detailed recordings.	
26	Whether third party has a Patch Management process for all systems is in place and the same	Evidence of latest patch applied, Patch Mgmt. Procedures	

	is meticulously adhered to as per defined timelines?		
27	Whether the 3rd Party/Vendor configures or provides access to officials based on a documented and approved Role Conflict Matrix?	Role Conflict Matrix and evidence of following the same	
28	Whether third party permits remote access to internal systems/ applications? If yes whether they are secured by MDM and/or VPN through Hardened Mobile devices like Laptop/ Desktop or Mobiles	Evidence for implementation of the Control	
29	Whether the Third Party has a Secure Software Development Lifecycle Environment that includes both Software Development and secured usage of Open-Source Tools.	Regulator/ Govt approved or CERT empanelled auditors report on assessment of the security practices at third party environment	
30	Adherence to Continuous Monitoring Clauses in Appendix E of this document	Relevant evidence for the Control objectives.	

**Name & Signature of authorised signatory**

**Seal of Company**



**Service Level Agreement**

**Note: This is Indicative SLA only. Final SLA (alongwith annexures, schedules etc.) of this RFP (along with addendum/corrigendum, if any), will be shared with successful bidders for execution and shall be binding on them.**

**For Installation & end-to-end management of 60 Small Value Dispensing Machine (SVDM) on Opex Model.**

**BETWEEN**

**STATE BANK OF INDIA, Anytime Channel, Corporate Centre, 3rd Floor, World Trade Centre, The Arcade, Cuffe Parade, Mumbai 400005.**

**AND**

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**Date of Commencement / Effective date:** \_\_\_\_\_

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

**Table of Contents**

Sl. No.	SUBJECT	Page no.
1	DEFINITIONS & INTERPRETATION	
2	SCOPE OF WORK	
3	FEEES / COMPENSATION / PAYMENTS TERMS AND CONDITIONS / BG AND PENALTY	
4	LIABILITIES / OBLIGATION	
5	REPRESENTATIONS & WARRANTIES	
6	INDEMNITY	
7	CONTINGENCY PLANS	
8	TRANSITION REQUIREMENT	
9	LIQUIDATED DAMAGES	
10	RELATIONSHIP BETWEEN THE PARTIES	
11	SUB-CONTRACTING	
12	ASSIGNMENT	
13	INTELLECTUAL PROPERTY RIGHTS	
14	INSPECTION AND AUDIT	
15	CONFIDENTIALITY	
16	OWNERSHIP	
17	TERMINATION	
18	DISPUTE REDRESSAL MACHANISM & GOVERNING LAW	
19	POWERS TO VARY OR OMIT WORK	
20	WAIVER OF RIGHTS	
21	LIMITATION OF LIABILITY	
22	FORCE MAJEURE	
23	NOTICES	
24	GENERAL TERMS & CONDITIONS	
25	CONTRADICTION BETWEEN RFP / SLA	
26	TAXES AND DUTIES	
27	TAX DEDUCTION AT SOURCE	
28	COUNTRY OF ORIGIN	
29	SECURITY	
30	CHANGE IN ORDERS	
31	ANNEXURE-A	
32	ANNEXURE-B	
33	OTHER REQUIRED ANNEXURES WILL BE ADDED FROM FINAL RFP	

### AGREEMENT

This agreement ("Agreement") is made at Mumbai on this \_\_\_\_\_ day of \_\_\_\_\_ 2026.

#### 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 through its Anytime Channels Department, Corporate Centre, 3rd Floor, World Trade Centre, The Arcade, Cuffe Parade, Mumbai 400005 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>1</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**", 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>2</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. SBI/ACV/2026-27/2 dated 15.04.2026 issued by the Bank along with its clarifications/ corrigenda, referred hereinafter as a "RFP" and same shall be part of this Agreement.

1 Name & Complete Address ( REGISTERED OFFICE) of Service Provider,

2 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:

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

- xiv. **“The Bank”** ‘means **State Bank of India**, a Statutory Corporation constituted under the State Bank of India Act, 1955 having its Corporate Centre at SBI Bhawan, Madame Cama Road, Nariman Point, Mumbai 400021 also various other offices (LHOs / Head Offices / Administrative Offices / Regional Business Offices / Global Link Services / Global IT Centre etc.) of State Bank of India, domestic and foreign branches / other offices, other exchange companies available at various locations and managed by the Bank.
- xv. **“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.
- xvi. **“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.
- xvii. **“Small Value Dispensing Machine (SVDM)”** means a machine facilitates dispensing of lower denomination currency notes (₹10, ₹20, ₹50) and coins (₹1, ₹2, ₹5, ₹10) through UPI (QR code) based authentication mode only. It caters to both SBI & non-SBI customers and provides an option to select either notes or coins or both for the desired withdrawal amount.
- xviii. **“End-to-End Management”** shall mean the comprehensive responsibility of the Service Provider for the installation, financial, operational, transactional, technical, and customer service aspects relating to the Small Value Dispensing Machines (SVDMs) during the entire contract period. This shall include, but not be limited to,

arrangement and management of cost of funds for replenishment without any cap on the number of replenishments per month; transaction processing through approved gateway and/or integration with SBI systems, if required or any NPCI-approved payment gateway; transaction settlement; end-to-end reconciliation; maintenance of real-time transaction logs; submission of daily reports; provision of a real-time monitoring dashboard; implementation of transaction amount capping controls; and comprehensive dispute management covering partial dispense and no dispense cases with system-enabled auto-reversal in cases of technical or hardware failure without awaiting customer complaint.

- xix. **“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.
- xx. **“Commencement of Services”** shall mean the date on which the newly commissioned machine under this RFP is made “cash-live” and available for customer cash transactions. “Cash-live” means that the cash has been replenished in the machine and cash withdrawal transactions is performed successfully.
- xxi. **“Services”** means all services, scope of work and deliverables to be provided by a Bidder as described in the RFP and include provision of technical assistance, training, certifications, auditing and other obligation of Service Provider covered under this RFP.
- xxii. **“Business Day / working day”** means a day which is not a weekly off including 2nd & 4th Saturday, Sunday or Public Holiday declared under NI Act.
- xxiii. **“Public Holidays”** shall mean public holidays under NI Act, at the place where the Equipment is located, when banks are closed for business.
- xxiv. **“Government e-Marketplace (GeM) Portal”** is the Government of India’s online platform for procurement of goods and services by Ministries, Departments, PSUs, and other eligible public entities, ensuring transparency, efficiency, and compliance with applicable procurement guidelines.

xxv. “**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.

xxvi. “**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.

## **1.2 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 RFP/SLA.
- 1.3.3 The Bank shall have the right at its discretion to renew this Agreement in writing, for a further term up to another ..... years in one or more tranches after .....years and such extension (if any required by Bank) shall be binding on Service Provider.
- 1.3.4 Unless terminated earlier in accordance with this Agreement, the Agreement shall come to an end on completion of the term specified in the Agreement or on expiration of the renewed term.

**2. SCOPE OF WORK**

The scope and nature of the work, Service Provider has to provide services as described in **Annexure-E** of the RFP document and will form the part of this SLA as **Annexure A**.

**3. FEES / COMPENSATION / PAYMENT TERMS AND CONDITIONS / BG AND PENALTY.**

3.1 The Compensation / payment terms / penalties are mentioned in the **Annexure -B** (PAYMENT TERMS) & **Annexure -I** (PENALTIES) of the RFP document, will form the part of this SLA.

3.2 **Total Cost of Ownership (TCO)** enclosed as per RFP and details as given below.

.....  
 .....  
 .....

3.3 Bank shall be paying to Service Provider as per SVDM Basis. The Payment Terms for the work / services under SLA / RFP, which Service Provider has to provide to the Bank shall be in terms of clauses given below:

- 3.3.1 All expenses, stamp duty and other charges / expenses in connection with execution of the Agreement and all addenda / Extension Addendum shall be borne by Service Provider. GST 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.

- 3.3.2 Service Provider shall provide a clear description quantifying the service element in the invoices generated by them.
- 3.3.3 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 / statutory tax(es) thereon wherever required under the provisions of such Act(s) 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.
- 3.3.4 Bank shall not be liable for any duties, Taxes and other taxes imposed by Government in lieu of same.
- 3.3.5 All billings will be on a monthly basis in arrears for each Circle and payment shall be made by the respective Circles. The Bank may opt for a Centralized Bill Payment approach from its Corporate Centre instead of Circles. During the contract period, the Bank may opt for any new payment system as per its discretion and without any cost to the Bank.
- 3.3.6 The Bank will process the valid invoices within 30 working days upon receipt of the invoices along with all stipulated /required documents.
- 3.3.7 The Bank may withhold payment of any services that it disputes in good faith and may set-off penalty amount or any other amount or adjustment of 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 the 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 evidence, if any, within 21 (twenty-one) days from receipt of notice. Penalties or damages, if any, recoverable from the Service Provider shall be recovered by the Bank through a credit note or revised invoices. In case the 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 and/ or future invoices.
- 3.3.8 Once Purchase Order or Letter of Intent is issued by the Bank, the said price will remain fixed for the entire Contract period & extension thereof and shall not be subjected to variation on any account, including exchange

rate fluctuations, any upward revision in duties, charges, etc.

### 3.4 Bank Guarantee and Penalties

- v. Performance Bank Guarantee [PBG] of the amount @ 3% of the Total Cost of Ownership (TCO) on the Final reverse auction price (which shall be calculated and advised by the Bank to Selected Bidder(s) with validity period of 42 months to be furnished by the Selected Bidder(s). The PBG furnished hereunder should strictly be on the format at **Appendix-H** by the finally selected Bidder(s). The PBG must be issued by a Scheduled Commercial Bank other than SBI and needs to be submitted within the specified time of receipt of formal communication from the Bank about their Bid finally selected. Purchase Order (PO) will be released only after receipt of the Performance Bank Guarantee. In case, SBI is the sole Banker for the Bidder, a Letter of Comfort from SBI may be accepted.
- vi. The PBG is required to protect 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 RFP; or breach of any terms and conditions of the RFP, which may warrant invoking of Bank Guarantee.
- vii. The Bank reserves the right to invoke the PBG on following grounds:
- Unsatisfactory performance of the Service Provider during the entire contract period of 3 years and extended period beyond 3 years, if done, is also included.
- Unsatisfactory performance means that:
- d. Non-compliance of any clause of this RFP and agreements.
  - e. Not maintaining uptime.
  - f. Non-compliance of Cash reconciliation, resolution of complaints etc.,
- viii. If such deficiencies (Points 3.4 iii) are observed in at least 5% allocated sites of that Service Provider under this RFP, then Bank reserves right to terminate the contract, and /or invoke the entire PBG and may blacklist the Service Provider. During the transition phase, the existing Service Provider shall render all reasonable assistance to the other 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. The Bank will offer other successful Service Provider of this RFP to perform the services of the

terminated Service Provider under this RFP at the same cost discovered through this RFP. In all such cases under clause 24 iii, a cure period of 30 days shall be given to the Service Provider before Termination Notice by the Bank. 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.

- 3.4.1 Bank, at its own discretion and option can extend contract period beyond 3 years for further up to 2years, in one or more tranches. In such condition the existing Performance Bank Guarantee should be extended for the number of extended year(s) + 1 year as advised by the Bank.
- 3.4.2 The PBG furnished hereunder should strictly be on the format at Annexure-H of RFP and is to be submitted within 30 days of receipt of formal communication by bank to Service Provider or within such extended period as may be decided by the Bank.
- 3.4.3 The PBG must be issued by a Scheduled Commercial Bank other than SBI and needs to be submitted within the specified time of receipt of formal communication from the Bank about their Bid finally selected. Purchase Order (PO) will be released only after receipt of the Performance Bank Guarantee. In case, SBI is the sole Banker for the Service Provider, a Letter of Comfort from SBI may be accepted.
- 3.4.4 The PBG is required to protect the interest of the Bank against delay in supply / installation and / or the risk of non-performance or failure to perform any obligation(s) under this SLA / RFP, either fully or partially, of the Service Provider in respect of implementation of the project, or performance of the agreement(s) pursuant to RFP / SLA or material or services sold, which may warrant invoking of PBG. In case any act of the supplier results in imposition of Liquidated Damages then also the Bank reserves the right to invoke the PBG.
- 3.4.5 Performance of the obligations under the RFP / SLA shall be made by Service Provider in accordance with the time schedule specified in this Agreement failing which Bank will terminate the contract and invoke the BG.
- 3.4.6 If at any stage, Bank finds that a Service Provider has submitted any kind of false Certifications or Declarations, Bank has the right to reassign the orders to any other Service Provider and the Service Provider who has given false Certifications or Declarations will be debarred / expelled from executing the orders further and Bank has the right to invoke its Performance Bank Guarantee, as well as initiate any other action as deemed fit by the Bank.
- 3.4.7 If at any time during performance of the Contract, Service Provider should encounter conditions impeding timely delivery and performance of Services, Service Provider shall promptly notify the Bank in writing of the fact of the

delay, it's 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.

- 3.4.8 Any delay in performing the obligation / defect in performance by Service Provider may result in imposition of penalty, liquidated damages, invocation of PBG / Bank Guarantee and / or termination of Contract (as laid down elsewhere in RFP / SLA document)
- 3.4.9 Service Provider shall be liable to pay penalty at the rate mentioned in Annexure-... of RFP which will become Annexure-..... of SLA in respect of any delay beyond the permitted period in providing the Services.
- 3.4.10 Any penalty mentioned anywhere in the RFP and / or SLA, shall also applicable and binding to the Service Provider.
- 3.4.11 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.
- 3.4.12 No penalty shall be levied in case of delay(s) in deliverables or performance of the contract for the reasons solely and directly attributable to the Bank. On reaching the maximum of penalties specified the Bank reserves the right to terminate the contract.

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

##### **4.1 Service Provider Duties**

- xi. 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.
- xii. 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.
- xiii. 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.

- xiv. Service Provider is responsible for activities of its personnel or sub-contracted personnel (where permitted) and will hold itself responsible for any misdemeanours.
- xv. Service Provider shall be liable for ensuring strict compliance with the provisions of all applicable laws including but not limited to Labour Codes [Central/State] The onus of compliance to all the applicable Laws/Acts/ Rules shall rest with the Service Provider only and the Bank will not be liable for any non-compliance. Proof of the same should be submitted by the Service Provider in the manner prescribed by the Bank.
- xvi. 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-K** of this RFP.
- xvii. 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.
- xviii. The service provider shall comply with all applicable laws, regulations, and regulatory directions issued by the Reserve Bank of India (RBI) and other competent authorities in relation to data storage, localisation, and processing , including but not limited to the RBI Master Direction on outsourcing of Information Technology Services (2023) and the RBI circular on storage of Payment System Data (2018) as amended from time to time.
- xix. 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 (*if allowed*) 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.

xx. Software Bill of Materials (SBOM)

All the software supplied to the Bank or developed for the Bank must be accompanied by a complete SBOM. The SBOM of the software supplied to the Bank or developed for the Bank must include the data fields contained in the Appendix J of this document. In addition, the Software OEM/Owner/Service Provider must ensure that:

- The Software supplied to the Bank or developed for the Bank is having a complete SBOM including all the dependencies up to the last level.
- Software OEM/Owner/Service Provider should design a Vulnerability Exchange Document (VEX) after a vulnerability is discovered informing the bank about the exploitability status to help prioritize the remediation efforts.

Subsequently, Software OEM/Owner/Service Provider should provide the Common Security Advisory Framework (CSAF) advisory, which includes detailed information about the vulnerability, such as a description, affected product versions, severity assessment, recommended mitigation steps etc.

- Software OEM/Owner/Service Provider will ensure update of the SBOM in case of any version update or any change in the details on the data point in the SBOM for any reason whatsoever.

xxi. Service Provider agrees to comply with the guidelines contained in the Bank's IT Outsourcing Policy / IT Procurement Policy or any other relevant policy (ies) of the Bank, including any amendment thereto, along with compliance to all the Laws of Land and Statutory/Regulatory rules and regulations in force or as and when enacted during the validity period of the contract.

xxii. Service provider shall ensure that storage of data only in India as per the extant regulatory requirements

xxiii. The service Provider shall identify, document, and maintain a list of skilled resources (key personnel, technical specialist) who provide core services under this Agreement. These persons shall be designated as "Essential Personnel". The service provider shall ensure: (a) back-up arrangements are in place for such essential personnel. (b) The service provider shall maintain knowledge transfer, cross-training, and succession plans to ensure continuity in case of absence, leave, incapacity, or other unavailability of any essential personnel. In situations of exigency (including but not limited to pandemics, natural disasters, infrastructure disruptions, regulatory

- restrictions), the service provider shall ensure that a limited number of essential personnel are able to work on -site at locations during exigencies.
- xxiv. The service provider shall ensure adherence to Prevention of Money Laundering Act, 2002 and other applicable AML/CFT laws. The service provider shall provide, as and when required by the Bank, copies of AML policy and other related documents.

#### **4.2 TECHNICAL DOCUMENTATION:**

- (a) Service Provider shall provide documents related to review records/ /Root Cause Analysis Report, list of all dependent/external modules and list of all documents relating to traceability of service level failure as and when applicable.
- (b) 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.

### **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 / RFP 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 Service Providers, 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**

- 5.2.1 Service Provider shall perform the Services and carry out its obligations under the Agreement with due diligence, efficiency and economy, in accordance with generally accepted techniques and practices used in the industry and with professional standards recognized by international professional bodies and shall observe sound management practices. It shall employ appropriate advanced technology and safe and effective equipment, machinery, material and methods.
- 5.2.2 Service Provider has the requisite technical and other competence, sufficient, suitable, qualified and experienced manpower/personnel and expertise in providing the Services to the Bank.
- 5.2.3 Service Provider shall duly intimate to the Bank immediately, the changes, if any in the constitution of Service Provider.
- 5.2.4 Service Provider warrants that to the best of its knowledge, as on the Effective Date of this Agreement, the services and products 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.
- 5.2.5 Service Provider shall ensure that all persons, employees, workers and other individuals engaged by or sub-contracted (if allowed) by Service Provider in rendering the Services under this Agreement have undergone proper background check, police verification and other necessary due diligence checks to examine their antecedence and ensure their suitability for such engagement. No person shall be engaged by Service Provider unless such person is found to be suitable in such verification and Service Provider shall retain the records of such verification and shall produce the same to the Bank as and when requested.
- 5.2.6 Service Provider warrants that at the time of delivery the software deployed/ upgraded (if applicable) 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 delivered as well as any subsequent versions/modifications done). Software deployed/ upgraded as a part of this Agreement shall remain free from OWASP Top 10 vulnerabilities (latest) during the term of this Agreement.
- 5.2.7 Service Provider represents and warrants that its personnel shall be present at the Bank premises or any other place as the bank may direct, only for the Services and follow all the instructions provided by the Bank; act diligently, professionally and shall maintain the decorum and environment of the Bank; comply with all occupational, health or safety policies of the Bank.
- 5.2.8 Service Provider warrants that it shall be solely liable and responsible for compliance of applicable Labour Laws in respect of its employee, agents, representatives and sub-contractors (if allowed) and in particular laws relating to terminal benefits such as pension, gratuity, provident fund, bonus or other benefits to which they may be entitled and the laws relating to contract labour, minimum wages, Labour Codes etc., and the Bank shall have no liability in this regard.
- 5.2.9 During the Contract period, if any software or any component thereof is supplied by Service Provider is inoperable or suffers degraded performance, Service Provider shall, at the Bank's request, promptly replace the software or specified component with new software of the same type and quality. Such replacement shall

be accomplished without any adverse impact on the Bank's operations within agreed time frame and without any additional cost to the Bank.

## **6. 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 negligence, commission or omission by Service Provider/subcontractor / as mentioned / required in SLA / RFP or
- (iv) 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 and
- (v) Service Provider agrees and hereby keeps the Bank indemnified against any acts of negligence or misconduct on the part of employees, agents, representatives, or Sub-Contractors (if allowed) of Services Provider under this agreement. For any third-party claim Bank shall give Services Provider: -
  - (a) prompt written notice of the claim.
  - (b) all requested information, available with the Bank, about the claim;
  - (c) reasonable cooperation and assistance; and
  - (d) sole authority to defend and settle the claim. 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.

**6.3** The Service Provider hereby indemnifies the Bank, and shall always keep indemnified and hold the Bank, its employees, personnel, directors, (hereinafter collectively referred to as "Personnel") harmless from and against any and all losses, liabilities, claims, actions, costs and expenses (including attorneys' fees) awarded against the Bank relating to, resulting directly / indirectly from or arising out of any claim, suit or proceeding brought against the Bank, as a result of:

- 6.3.1 Bank's bonafide use of the Deliverables and / or the Services provided by Service Provider under this SLA / RFP; and/or

- 6.3.2 an act or omission of the Service Provider, its employees, agents, sub-contractors in the performance of the obligations of the Service Provider in breach of the SLA / RFP; and/or
- 6.3.3 claims made by employees or subcontractors or subcontractors' employees, who are deployed by the Service Provider, against the Bank; and/or
- 6.3.4 any lease arrangement / rental arrangement / finance or loan arrangement in respect of or in relation to the Deliverables and Services provided under this SLA / RFP; and/or
- 6.3.5 breach of any of the term of this Agreement or breach of any representation or false representation or inaccurate statement or assurance or covenant or warranty by the Service Provider under this SLA / RFP; and/or
- 6.3.6 any or all Deliverables or Services infringing any patent, trademarks, copyrights or such other Intellectual Property Rights; and/or
- 6.3.7 breach of confidentiality obligations of the Service Provider contained in this SLA / RFP; and/or
- 6.3.8 Gross negligence attributable to the Service Provider or its employees or sub-contractors; and / or
- 6.3.9 any action taken, claims or fines imposed on Bank by any Government, statutory or regulatory authorities due to an act or omission on the part of the Service Provider, which acts or omission in breach of this Agreement; and/or
- 6.3.10 any loss on account of any fraud committed on the Machine attributable to the SERVICE PROVIDERS and its agents in the Machine and specifically excluding frauds committed by fraudulently outside the purview of reasonable control of the Service Provider; and/or
- 6.3.11 any cash replenishment shortages committed by any employee of the Service Provider and/or engaged by Service Provider; and/or
- 6.3.12 any losses, damages, costs incurred by the Bank on account of any third party claims due to any fault, imperfection on the equipment provided by the Service Provider under this SLA / RFP; and/or
- 6.3.13 Fraud committed by the Service Provider or its representatives resulting in Bank's image getting tarnished. The claim made by Bank in this regard

shall be final and binding upon Service Provider even though they have made good the monetary loss to the Bank.

6.4 Service Provider agrees and hereby keeps the Bank indemnified against any acts of negligence or misconduct on the part of employees, agents, representatives, or Sub-Contractors (if allowed) of Service Provider under this agreement. For any third-party claim Bank shall give Service Provider: -

- 6.4.1 prompt written notice of the claim.
- 6.4.2 all requested information, available with the Bank, about the claim.
- 6.4.3 reasonable cooperation and assistance; and
- 6.4.4 sole authority to defend and settle the claim. Service Provider agrees to make good the loss suffered by the Bank.

6.5 Subject to clause 6.5.1 and 6.5.2 of this Agreement, Service Provider, at its own expenses without any limitation, indemnify and keep fully and effectively indemnified the Bank against all costs, claims, damages, demands, expenses and liabilities of whatsoever nature arising out of or in connection with all claims of infringement of Intellectual Property Rights, including patent, trade mark, copyright, trade secrets or industrial design rights of any third party arising from the Services or use of software/product under this Agreement.

6.5.1 The Bank will give

- a) notice to Service Provider of any such claim without delay/provide reasonable assistance to Service Provider in disposing of the claim.
- b) sole authority to defend and settle such claim and.
- c) will at no time admit to any liability for or express any intent to settle the claim provided that
  - i. Service Provider shall not partially settle any such claim without the written consent of the Bank, unless such settlement releases the Bank fully from such claim.
  - ii. Service Provider shall promptly provide the Bank with copies of all pleadings or similar documents relating to any such claim.
  - iii. Service Provider shall consult with the Bank with respect to the defence and settlement of any such claim; and
  - iv. in any litigation to which the Bank is also a party, the Bank shall be entitled to be separately represented at its own expenses by counsel of its own selection.

6.5.2 Service Provider shall have no obligations with respect to any infringement claims to the extent that the infringement claim arises or results from: i. Service Provider's compliance with the Bank's specific technical designs or instructions (except where

Service Provider knew or should have known that such compliance was likely to result in an Infringement Claim and Service Provider did not inform the Bank of the same) or ii Any unauthorized modification or alteration of the service by the Bank.

6.6 Service Provider further undertakes to promptly notify the Bank in writing any breach of obligation of the agreement by its employees or representatives including confidentiality obligation as soon as such breach comes to the knowledge of Service Provider and in such an event, the Bank will in addition to and without prejudice to

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 any other available remedies be entitled to immediate equitable relief in a Court of competent jurisdiction to protect its interest including injunctive relief.

6.7 During the contract period, Service Provider and its outsourced agents shall comply with all statutory, regulatory provisions, relevant laws, guidelines, advisories etc, time to time framed by the Central Government / State Government / Local Bodies / RBI / MHA or any other statutory authority (s) etc., including but not limited to Shops & Establishment Act, Minimum Wages Act, Contract Labour, Tax laws, all laws pertaining to contract employees required for providing the Services including Caretaker Services etc. and undertakes to keep the Bank indemnified against any such default (s) of his obligations under the compliance of such laws during the full contract period.

6.8 The Service Provider indemnity to the Bank under this Agreement is based on the Bank (i) providing prompt written notice to the Service Provider of the event giving rise to indemnity claim; (ii) granting authority to the Service Provider to defend or settle any action or claim covered by indemnity; (iii) providing at Service Provider's expense, such information, cooperation and assistance to Service Provider as may be reasonably necessary for the Service Provider to defend or settle the claim or action; (iv) not taking any action that will prejudice Service Provider's interests; and (v) taking all reasonable measures to mitigate the loss or damage caused due to the event giving rise to indemnity claim against the Service Provider.

6.9 Neither Party shall be liable to the other for any special, indirect, incidental, consequential (including loss of profit or revenue), exemplary or punitive damages, whether in contract, tort or other theories of law, even if such Party has been advised of the possibility of such damages.

6.10 Limitation of Liability: The total cumulative liability of either Party arising from or relating to this Agreement shall not exceed the total amount payable to the Service Provider by the Bank for the contract period. Provided however, this limitation shall not apply to any liability or damages arising from (a) willful misconduct of the Service Provider; (b) indemnification against third party claims for infringement; (c) breach of

confidentiality obligations.

## **7 CONTINGENCY PLANS**

- 7.1** 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.
- 7.2** Service Provider should arrange centre for business continuity plan to provide continuous uninterrupted services under the SLA in case of any unexpected obstruction. The Service Provider should also confirm the annual successful testing of Business Continuity Plan.
- 7.3** Service Provider should submit every year board approved comprehensive written plan for business continuity for restoration of system and services and disaster recovery. Annual drill activities should be ensuring the effectiveness of business continuity plan (BCP).

## **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 any other Service Provider. 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 Service Provider is found to be in breach of this obligation, they shall be liable for paying a penalty of 10 % of the respective line item of price bid on demand to the Bank, which may be settled from the payment of invoices or bank guarantee for the contracted period.

## **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, /RFP 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 SUBCONTRACTING:**

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

<In case of Sub-Contracting (If allowed by the Bank), the following below mentioned sub-clauses will be applied.

- (i) Sub-Contracting is not permitted. However, Bank may permit sub-contracting on case-to-case basis at the sole discretion of the Bank. If permitted, the Service Provider shall carry out its standard due diligence process on sub-contracting/ sub-contractor.
- (ii) Service Provider shall comply with all the instructions, requirements and any other condition's suggested by the Bank in order for the Bank to comply with its site access and regulatory audit requirements and upon' s Bank request Service Provider will provide a written confirmation of compliance with the requirements of this provision.
- (iii) With the Bank's prior written approval, Service Provider may change the sub-contractor, provided it does not impact the quality of Services being delivered. However, Service Provider shall inform the Bank on its intention to change the sub-contractor and reason thereof.

- (iv) Service Provider shall be responsible for all the Services provided to the Bank regardless of which entity is conducting the operations. Service Provider is also responsible for ensuring that the sub-contractor comply with all security/confidentiality requirements and other terms and conditions as applicable to Service Provider mentioned in this Agreement. Bank reserves the right to conduct independent audit in this regard.
- (v) Service Provider shall ensure that suitable documents including confidentiality agreement are obtained from the sub-contractor and the Service Provider shall ensure that the secrecy and faith of the Bank's data / processes is maintained.
- (vi) Notwithstanding approval of the Bank for sub-contracting, the Service Provider shall remain liable to the Bank for all acts/omissions of sub-contractors.
- (vii) Service Provider shall ensure that it shall have all back-to-back commitments from its vendors in such agreements.
- (viii) Service Provider shall provide the complete details of Services sub-contracted by it including the details of sub-contractor(s) and/or its agent to the Bank as and when requested.

## **12 ASSIGNMENT**

12.1 Service Provider shall not transfer or assign at any stage, during the currency of contract and extension thereof, any of its duties, responsibilities, obligations and benefits of this agreement to any third party / financial institution / entity without the prior written consent of the Bank.

12.2 Bank can transfer or assign any service or all services under contract at any stage to an Affiliate / subsidiary /Joint Venture etc. during the currency of contract and inform to the Service Provider.

## **13 INTELLECTUAL PROPERTY RIGHTS**

13.1 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.

13.2 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.

13.3 Subject to below mentioned sub-clause 13.4 and 13.5 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.

- 13.4 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.
- 13.5 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.
- 13.6 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 the RFP / SLA shall be deemed to be 'work made for hire' under any Indian / U.S. or any other applicable copyright laws.
- 13.7 The Intellectual Property Rights on the software code, copyright and source code for various applications/ interfaces developed under this SLA / RFP, 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.
- 13.8 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.

#### **14 INSPECTION AND AUDIT**

- 14.1 It is agreed by and between the parties that Service Provider / Sub-contractor (if permitted by Bank) shall be subject to annual audit by internal/external Auditors appointed by the Bank/ inspecting official from the Reserve Bank of India or any regulatory authority, covering the risk parameters finalized by the Bank/ such

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

- 14.2 Where any Deficiency has been observed during audit of Service Provider on the risk parameters finalized by the Bank or in the certification submitted by the Auditors, it is agreed upon by Service Provider that it shall correct/ resolve the same at the earliest and shall provide all necessary documents related to resolution thereof and the auditor shall further certify in respect of resolution of the Deficiencies. It is also agreed that Service Provider shall provide certification of the auditor to the Bank regarding compliance of the observations made by the auditors covering the respective risk parameters against which such Deficiencies observed.
- 14.3 Service Provider further agrees that whenever required by the Bank, it will furnish all relevant information, records/data to such auditors and/or inspecting officials of the Bank/ Reserve Bank of India and/or any regulatory authority(ies). The Bank reserves the right to call for and/or retain any relevant information / audit reports on financial and security 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.).
- 14.4 Service Provider shall grant 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.
- 14.5 In Order to comply with security control points, data storage technology (Servers/Public cloud/ Tapes etc.), Service Provider shall get their systems /applications / environment, Cyber infrastructure etc. audited by CERT-in empaneled auditor on annual basis and submit the certificate to the Bank issued by such CERT-in empaneled auditor.
- 14.6 The Bank shall have the right to direct the Service Provider to get themselves audited by external empaneled auditors/ Auditors appointed by the Bank annually or as decided by the Bank covering the risk parameters finalized by the Bank and the Service Provider are required to submit such certification by the Auditors to the Bank. 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 be required by the Bank's empaneled Auditors, furnish all relevant information, records / data to them. 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 empaneled Auditors, the Service Provider shall correct / resolve the same at the earliest and shall provide all necessary documents related to resolution thereof and the empaneled auditor shall require to be certified by the empaneled Auditors covering the respective risk parameters against which such deficiencies have been observed.
- 14.7 The Bank may, at its discretion, carry out a pre inspection by a team of Bank officials or demand a demonstration of the services proposed on a representative model in Bidder's office as per specification provided by the Bank.
- 14.8 Nothing stated hereinabove shall in any way release the Bidder from any obligations under this contract.
- 14.9 The bank shall have the right to conduct audits on the Service Provider whether by its internal or external auditors, or by agents appointed to act on its behalf and to obtain copies of any audit or review reports and findings made on the Service Provider in conjunction with the services performed for the Bank.
- 14.10 The Parties agree that the Bank shall have the right, but without any obligation to monitor and assess the Services to enable the Bank to take necessary corrective measures, provided any such monitoring shall not amount to supervision of any of the jobs of the Service Provider or the employees of the Service Provider.
- 14.11 The Service Provider agrees that the Bank shall have the right to disclose the details of this Agreement, and the details of Services covered herein to the Reserve Bank of India and Indian Banks' Association.
- 14.12 The Service Provider agrees to preserve the documents and data in respect of the Services for such period in accordance with the legal/regulatory obligation of the Bank in this regard.
- 14.13 The Service Provider agrees that the Complaints / feedback, if any received from the customers of the Bank in respect of the Services by Service Provider shall be recorded and Bank /Reserve Bank of India shall have access to such records and redressal of customer complaints by the Service Provider.
- 14.14 Service Provider should have code of conduct for all their employees.
- 14.15 Service Provider hereby 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.
- 14.16 The Service Provider must obtain and maintain all requisite licenses, approvals, and certificates from statutory authorities, including but not limited to Municipal, Labour, Commercial Tax, Gun Licenses, and Vehicle Registrations, prior to commencing operations. The Service Provider shall be solely responsible for ensuring the validity and timely renewal of such licenses throughout the contract period and any extensions thereof. Licenses with limited validity of one year or similar, must be renewed well before expiry to ensure uninterrupted compliance.
- 14.17 The appointed Service Provider shall be required to enter into a proper Non-Disclosure Agreement for this purpose with SBI as required in the format prescribed by SBI. The appointed Service Providers shall be responsible for any violation of the

Non-Disclosure Agreement and shall be liable to SBI for the unauthorized disclosure/ use of the information/ data in the possession of the Service Provider.

- 14.18 For the purpose of this Agreement, Confidential information shall mean information of all kinds, whether oral, written or otherwise recorded including without limitation, any analyses, compilations, forecasts, data, studies or other documents, regarding the past, current or future affairs, business, plans or operations of a party to which the other party will have access.
- 14.19 The Service Provider agrees to preserve the documents and data in respect of the Services for such period in accordance with the legal/ regulatory obligation of the Bank in this regard.
- 14.20 The Service Provider shall arrange and ensure proper contingency plans to meet any unexpected obstruction to the services or any employees in rendering the Services or any part of the same under this Agreement to the Bank.
- 14.21 Service Provider has to maintain a Complaints and resolution register.
- 14.22 Service Provider should appraise the Bank all frauds occurred along with Remedial action taken.

## **15 CONFIDENTIALITY**

- 15.1** “Confidential Information” mean all information which is material to the business operations of either party or its affiliated companies, designated as being confidential or which, under the circumstances surrounding disclosure out to be treated as confidential, in any form including, but not limited to, proprietary information and trade secrets, whether or not protected under any patent, copy right or other intellectual property laws, in any oral, photographic or electronic form, whether contained on computer hard disks or floppy diskettes or otherwise without any limitation whatsoever. Without prejudice to the generality of the foregoing, the Confidential Information shall include all information about the party and its customers, costing and technical data, studies, consultants reports, financial information, computer models and programs, software Code, contracts, drawings, blue prints, specifications, operating techniques, processes, models, diagrams, data sheets, reports and other information with respect to any of the foregoing matters. All and every information received by the parties and marked confidential hereto shall be assumed to be confidential information unless otherwise proved. It is further agreed that the information relating to the Bank and its customers is deemed confidential whether marked confidential or not.
- 15.2** All information relating to the accounts of the Bank’s customers shall be confidential information, whether labeled as such or otherwise.
- 15.3** All information relating to the infrastructure and Applications (including designs and processes) shall be deemed to be Confidential Information whether labeled as such or not. Service Provider personnel/resources responsible for the project are expected to take care that their representatives, where necessary, have executed a Non-Disclosure Agreement similar to comply with the confidential obligations under this Agreement.

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

confidentiality obligations. Receiving party acknowledges that monetary damages may not be the only and / or a sufficient remedy for unauthorized disclosure of Confidential Information and that disclosing party shall be entitled, without waiving any other rights or remedies, to injunctive or equitable relief as may be deemed proper by a Court of competent jurisdiction.

- 15.9 Service Provider shall not, without the Bank's prior written consent, make use of any document or information received from the Bank except for purposes of performing the services and obligations under this Agreement.
- 15.10 Any document received from the Bank shall remain the property of the Bank and shall be returned (in all copies) to the Bank on completion of Service Provider's performance under the Agreement.
- 15.11 Upon expiration or termination of the Agreement, all the Bank's proprietary documents, customized programs partially or wholly completed and associated documentation, or the Bank's materials which are directly related to any project under the Agreement shall be delivered to the Bank or at the Bank's written instruction destroyed, and no copies shall be retained by Service provider without the Bank's written consent.
- 15.12 The foregoing obligations (collectively referred to as "Confidentiality Obligations") set out in this Agreement shall survive the term of this Agreement and for a period of five (5) years thereafter provided Confidentiality Obligations with respect to individually identifiable information, customer's data of Parties or software in human-readable form (e.g., source code) shall survive in perpetuity.

## **16. OWNERSHIP:**

- 16.1 Service Provider agrees that the Bank owns the entire right, title and interest to any inventions, designs, discoveries, writings and works of authorship, including all intellectual property rights, copyrights. Any work made under this Agreement shall be deemed to be 'work made for hire' under any Indian/U.S. or any other applicable copyright laws.
- 16.2 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.

- 16.3 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.

## **17 TERMINATION :**

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

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

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

- 17.2 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.
- 17.3 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.

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

17.4.1 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.

17.4.2 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.

17.4.3 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.

17.4.4 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.

17.5 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.

17.6 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.

17.7 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.

## **18 DISPUTE REDRESSAL MECHANISM & GOVERNING LAW**

18.1 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.

18.2 Service Provider / Cash Replenishment Agency 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.

18.3 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.

## **19 POWERS TO VARY OR OMIT WORK**

- a) 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.

- b) 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.

## 20 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.

## 21 LIMITATION OF LIABILITY

- i. The maximum aggregate liability of Service Provider / Cash Replenishment Agency, 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 Cash Replenishment Agency,
  - (c) damage(s) occasioned by Cash Replenishment Agency 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 Cash Replenishment Agency.

For the purpose of clause 21.iii.b **“Gross Negligence”** means any act or omission of 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.

## **22. FORCE MAJEURE**

22.1 Notwithstanding the provisions of terms and conditions contained in RFP / SLA, 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.

22.2 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, Curfew or Lockdowns by notification of the State / District Govts 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.

22.3 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.

22.4 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 the Agreement as a result of an event of Force Majeure. However, Cash Replenishment Agency shall be entitled to receive payments for all services actually rendered up to the date of the termination of the Agreement.

## **23. NOTICES:**

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 / email, postage prepaid, 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).

23.1 The notice shall be effective when delivered or on the notice's effective date whichever is later.



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

In the case of the Bank	In case of Service Provider
<p>The General Manager, State Bank of India Anytime Channels Department 3rd Floor World Trade Centre, The Arcade, Cuffe Parade, Mumbai – 400 005</p> <p>With an additional copy to: - The Deputy General Manager, State Bank of India Anytime Channels Department 3rd Floor World Trade Centre, The Arcade, Cuffe Parade, Mumbai – 400 005</p>	<p>.....</p> <p>.....</p> <p>.....</p> <p>.....</p>

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

**23.4 GOVERNING LAW & JURISDICTION:**

- a. The Agreement shall be governed and construed in accordance with the Laws of Republic of India.
- b. The Parties agree to submit to the exclusive jurisdiction of the appropriate court in Mumbai in connection with any dispute between the Parties under the Agreement.
- c. The governing language shall be English.

**24. GENERAL TERMS & CONDITIONS**

**24.1 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 RFP / Agreement.

**24.2 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.

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

**24.4 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.

**24.5 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. If any part or any provision of this Agreement is or becomes illegal, invalid or unenforceable, that part or provision shall be ineffective to the extent of such invalidity or unenforceability only, without in any way affecting the validity or enforceability of the remaining parts of said provision or the remaining provisions of this Agreement. The Parties hereby agree to attempt to substitute any invalid or unenforceable provision with a valid or enforceable provision, which achieves to the greatest extent possible the economic, legal and commercial objectives of the invalid or unenforceable provision.

**24.6 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. However, in case of omission / deletion of RFP terms in this agreement, the Bank reserves right to execute modification / addendum to the agreement and it shall be binding on the Service Provider.

**24.7 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

**24.8 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.

**24.9 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.

**24.10 COUNTERPART:** This Agreement is executed in duplicate, and each copy is treated as original for all legal purposes.

**25. CONTRADICTION BETWEEN RFP / SLA:**

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

## **26. TAXES AND DUTIES:**

26.1 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. Bank shall not be liable for the same.

26.2 Prices quoted should be inclusive 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 (Annexure- F, F1 of RFP).

26.3 Prices should be exclusive of all Central / State Government taxes/duties and levies but inclusive of all corporate taxes and Custom duty as also cost of incidental services such as transportation, road permits, insurance etc.

26.4 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 mentioned in RFP will be payable by the Bank on actuals upon production of original receipt wherever required. If any such specified taxes/ levies and duties 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 mentioned in the SLA/ RFP.

26.5 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.

26.6 Income / Corporate Taxes in India: 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.

- 26.7 All expenses, stamp duty and other charges/ expenses in connection with the execution of the Agreement and all Addenda / Extension Addendum to the Agreement as a result of RFP / SLA shall be borne by Service Provider. The Agreement/ Contract would be stamped as per Maharashtra Stamp Act, 1958 and any amendment thereto.
- 26.8 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 Cash Replenishment Agency. The Agreement/ Contract would be stamped as per Maharashtra Stamp Act, 1958 and any amendment thereto.
- 26.9 Parties shall fulfil all their respective compliance requirements under the GST law. This shall include (but not be limited to):
- (d) Bank shall pay GST amount after verifying the details of invoice on GSTR 2B on GSTN portal.
  - (e) 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 Service Provider 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, Service Provider 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.
  - (f) 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 Service Provider 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.

## 27 TAX DEDUCTION AT SOURCE:

- 27.1 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 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.

27.2 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.

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

## 28 COUNTRY OF ORIGIN :

28.1 All Products and components thereof to be supplied under the Contract shall have their origin in eligible source countries, as per the prevailing import trade control regulations in India. For purposes of this clause, "origin" means the place where the Products are mined, grown, or manufactured or produced, or the place from which the related product is supplied. Products are produced when, through manufacturing, processing or substantial and major assembly of components, a commercially recognized product results that is substantially different in basic characteristics or in purpose or utility from its components.

28.2 The Service Provider shall not provide / supply / use any banned imported goods / items and services of the restricted / prohibited items. Such BAN / prohibitions / restrictions are imposed by Gol or / and any Statutory Authority(ies) / Law enforcement agency(ies).

## 29 SECURITY:

29.1 The Service Provider will be responsible for entire security including but not limited to the Physical, Digital, Cyber etc. of Endpoints, allied equipment (s), sites, cash, data, Information etc.

29.2 Service Provider should use the latest tools & gadgets to curb potential loss / frauds, without any cost to the Bank. Any tools / gadgets related to IT infrastructure should be implemented only after duly testing and approval by the Bank's IT Dept.

## 30 CHANGE IN ORDER:

The Bank may, at any time, by a written order given to the Service Provider, make changes within the scope of the work and any other part of Agreement as per bank business requirement and it shall be binding to the Service Provider.

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



**Scope of Work**

**Other terms and Penalties**