



**REQUEST FOR PROPOSAL (RFP) FOR SELECTION OF
WHITE LABEL FINTECH SOLUTION FOR
“DEVELOPMENT AND INTEGRATION OF LENDING
JOURNEYS ON SBI PLATFORMS”**

Ref: SBI/B2B/04 dated: 09/04/2021

Name and Address of the Procuring Office:

Deputy General Manager (Online Marketplace and B2B)
Digital Transformation & e-Commerce,
Strategy and Digital Banking,
State Bank of India, Corporate Centre,
Plot No. D-41/1, 2nd Floor,
TTC Industrial Area, MIDC Turbhe,
Navi Mumbai-400705

Schedule of Events

Sl. No.	Particulars	Remarks
1	Contact details of issuing department (Name, Designation, Mobile No., Email address for sending any kind of correspondence regarding this RFP)	Deputy General Manager (Online Marketplace and B2B) Digital Transformation & e-Commerce, State Bank of India, Corporate Centre, Plot No. D-41/1, 2nd Floor, TTC Industrial Area, MIDC Turbhe, Navi Mumbai. Pin code: 400705 Phone: 022-27634015 022-39545762 e-mail: dgm.omp@sbi.co.in dgm.b2b@sbi.co.in pankaj.n.singh@sbi.co.in
2	Bid Document Availability including changes/amendments, if any, to be issued	This is an open RFP and will be published online on our e-tendering website https://www.etender.sbi
3.a	Last date for requesting clarification	17/04/2021 up to 05.00 PM. All communications regarding points / queries requiring clarifications shall be given in writing or by e-mail to: Deputy General Manager (Online Marketplace and B2B) Digital Transformation & e-Commerce, State Bank of India, Corporate Centre, Plot No. D-41/1, 2nd Floor, TTC Industrial Area, MIDC Turbhe, Navi Mumbai. PIN - 400705 Phone: 022-27634015 022-39545762 e-mail: dgm.omp@sbi.co.in dgm.b2b@sbi.co.in pankaj.n.singh@sbi.co.in
3.b	Clarifications & Amendments	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. The bidder may be asked to give presentation for the purpose of clarification of the bid.	
4	Pre - bid Meeting online/through Video Conference (VC)	On 23/04/2021 from 02:30 PM to 06:30 PM on Microsoft Teams portal/App.	
5	Clarifications to queries raised at pre-bid meeting will be provided by the Bank.	On or before 27/04/2021	
6	Last date and time for Bid submission	05/05/2021 up to 04:00 PM.	
7	Address for submission of Bids	Online through our e-tendering portal https://etender.sbi .	
8	Date and Time of opening of Technical Bids	05/05/2021 at 05:00 PM. Authorized representatives of Bidders may be present during opening of the Technical Bids. However, Technical Bids would be opened even in the absence of any or all of Bidder's representatives.	
9	Opening of Commercial Bids	Bid price of technically qualified bidders only will be opened on a subsequent date. Date to be decided and communicate after opening of technical bids.	
10	Tender Fee	₹20,000 (Rupees Twenty Thousand only) Amount should be deposited in A/c No.: 10768099376, Account Name: SBI OAD CC Internet Payment Account Bank: State Bank of India IFSC Code: SBIN0008586 Tender fee will be non-refundable.	
11	Earnest Money Deposit	₹ 45.00 Lakhs (Rs. Forty-Five Lakh only) EMD should be in the form of a Bank Guarantee. EMD should be valid up to 180 days from bid submission date. Bidder should deposit EMD and Tender Fee separately.	
12	Performance Security in the form of Bank Guarantee	10% of the contract amount	Performance Security in form of BG should be valid for the period of contract plus

			three months from the effective date of the contract.
13	Bidder Contact Details	Bidder to provide following information: 1. Name of the Company 2. Contact Person 3. Mailing address with Pin Code 4. Telephone number and Fax Number 5. Mobile Number 6. e-mail ID	
14	Contact details of agency appointed for e-Procurement	M/s. e-Procurement Technologies Ltd. - B-704-705, Wall Street - II, Opp. Orient Club, Near Gujarat College, Ellis Bridge, Ahmedabad - 380006, Gujarat, India Contact Person Name: Ms. Khushboo Mehta Email: Khushboo.mehta@eptl.in Contact No.: +91- 9510813528 +91-9510813528 +91-6354919566 Office Contact: E-mail: maharashtra@auctiontiger.net support@auctiontiger.net Phone: +91-79-6813 6893 +91-79-6813 6811 +91-79-6813 6813 +91-79-6813 6817 +91-79-6813 6832	

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1. INVITATION TO BID:

- i. State Bank of India (herein after referred to as 'SBI/the Bank'), having its Corporate Centre at Mumbai, various other offices (LHOs/ Head Offices /Zonal Offices/Global Link Services, Global IT Centre, foreign offices etc., branches/other offices, Subsidiaries and Joint Ventures) available at various locations and managed by the Bank (collectively referred to as State Bank Group or 'SBG' hereinafter). This Request for Proposal (RFP) has been issued by the Bank on behalf of SBG for hiring of a White label FinTech solution provider for development and integration of lending journeys with SBI platforms.
- ii. In order to meet the technology and functional requirements, the Bank proposes to invite Bids from eligible Bidders as per details/Scope of Work mentioned in **Appendix-E-1** 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 Technological Solutions 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 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 hiring of a White label FinTech provider as desired in this RFP.
- vi. This RFP document shall not be transferred, reproduced, or used otherwise for a purpose other than for which it is specifically issued.
- vii. Interested bidders are advised to go through the entire RFP before submission of bids to avoid any chance of elimination. The eligible bidders desirous of providing services to 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 the Bank's discretion. This RFP seeks proposal from Bidders who have the necessary experience, capability & expertise to provide SBI the proposed Technology Solution adhering to Bank's requirements outlined in this RFP.

- viii. Though this is an e-procurement, but submission of hard copy is also required, as and when asked by the Bank.

2. DISCLAIMER:

- i. The information contained in this Request for Proposal (RFP) document or information provided subsequently to Bidder(s) or applicants whether verbally or in documentary form/email by or on behalf of State Bank of India (Bank), is subject to the terms and conditions set out in this RFP document and all other terms and conditions subject to which such information is provided.
- ii. This **RFP is not an offer** by State Bank of India, but an invitation to receive responses from the prospective 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. 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.
- v. 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. No contractual obligation whatsoever shall arise from the RFP process unless a Purchase order has been issued by duly authorized officers of the Bank with the selected Bidder.

- vi. The issue of this RFP does not imply that the Bank is bound to select a Bidder or to award the contract to the Selected Bidder, as the case may be, for the Project and the Bank reserves the right to reject all or any of the Bids or Bidders without assigning any reason whatsoever before issuance of purchase order and/or its acceptance thereof by the successful Bidder as defined in Award Criteria and Award of Contract in this RFP.

3. DEFINITIONS:

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

- i. **“The Bank”** ‘means the State Bank of India (including domestic branches and foreign offices), Subsidiaries and Joint Ventures, where the Bank has ownership of more than 50% of voting securities or the power to direct the management and policies of such Subsidiaries and Joint Ventures.
- ii. **“Bidder”** 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. **“FinTech Solution 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 TC-1 Bidder as per the selection criteria set out in the RFP and to whom notification of award has been given by the Bank
- vi. **“Deliverables/ Work Product”** shall mean all work product generated by FinTech solely or jointly with others in the performance of the Services, including, but not limited to, any and all information, notes, reports, material, drawings, records, diagrams, formulae, processes, technology, firmware, software, know-how, designs, ideas, discoveries, inventions, improvements, copyrights, trademarks and trade secrets.
- vii. **“Intellectual Property Rights”** shall mean and include (a) copyrights and all renewals thereof; (b) trademarks, trade names, service marks, service names, logos and corporate names, both primary and secondary, together with all goodwill associated therewith and including, without limitation, all translations,

adaptations, combinations and derivations of each of the foregoing, (c) trade secrets and other confidential information (including proposals, financial and accounting data, business and marketing plans, customer and supplier lists and related information); (d) all other intellectual property, including but not limited to design rights, trade names, information technology, domain names; and (e) all registrations and applications for registration, extension or renewal filed anywhere in the world for each of the foregoing.

- viii. **“Total Contract Price/Project Cost/TCO”** means the price payable to FinTech Solution provider over the entire period of Contract for the full and proper performance of its contractual obligations.
- ix. **Annual Maintenance Contract (AMC)** - It would be the annual cost of maintenance of Software Solution / Service.
- x. **Software Solution/ Services/ System – “Software Solution” or “Services” or “System”** means all software products, services, scope of work and deliverables to be provided by a Bidder as described in the RFP and include services ancillary to the development of the solution, such as installation, commissioning, integration with existing systems, provision of technical assistance, training, certifications, auditing and other obligation of FinTech covered under the RFP.
- xi. **Go-Live** means the day when the lending journey will be completely available and integrated for used by end users and all its interfaces are integrated and functioning properly as per RFP scope and Bank sign off is obtained.

4. SCOPE OF WORK:

FinTech Solution Provider Duties:

Detailed Scope of Work given in **Appendix-E-1** of this document.

The proposed solution will be hosted on bank’s private cloud.

The Bank may, at its sole discretion, provide remote access to its required systems to the FinTech through secured Virtual Private Network (VPN) in order to facilitate the performance. Such remote access to the Bank’s information technology system shall be subject to the following:

- i. FinTech shall ensure that the remote access to the Bank’s VPN is performed through a laptop/desktop (“Device”) specially allotted for that purpose by the FinTech and not through any other private or public Device.

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

5. ELIGIBILITY AND TECHNICAL CRITERIA:

- i. Bid is open to all Bidders who meet the eligibility and technical criteria as given in **Appendix-B and Appendix-C** of this document. The Bidder has to submit the documents substantiating eligibility criteria as mentioned in this RFP document.
- ii. Bidder can bid as a single party FinTech (Bidder should be an SI or original Equipment Manufacturer (OEM) of the solution).
- iii. No Bidder or its associate shall submit more than one Bid for the Services desired under this RFP. A Bidder applying individually or as an associate shall not be entitled to submit another Bid either individually or through associates, as the case may be.
- iv. The Bidder shall also submit **PRE-CONTRACT INTEGRITY PACT** along with Technical Bid as prescribed in **Appendix-M** duly signed by the Bidder on each page and witnessed by two persons. The **Pre-Contract Integrity Pact** shall be stamped as applicable in the State where it is executed. Bid submitted without Pre-Contract Integrity Pact, as per the format provided in the RFP, shall not be considered.

6. COST OF BID DOCUMENT:

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

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

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

thereto.

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

8. CONTENTS OF BID DOCUMENT:

- i. The Bidder must thoroughly study/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.
- v. Bids must be made in the official name of the bidder's entity under which business is conducted, showing the official business address, state in which it is incorporated or organized and must be signed by a duly authorized person. Bids must be prepared in writing, simply and economically, providing a straightforward, concise description of the bidder's bid for meeting the required specifications of this RFP. Bidders must paginate each bid volume and are requested to provide tabs to separate responses to the functional & technical criteria.
- vi. Unless agreed to, specifically by the Bank in writing for any changes to the RFP issued, the bidder responses would not be incorporated automatically in the RFP document.
- vii. If the Bank is not satisfied with the technical specifications in any Bid and

observes any deviations, the technical bids of such bidder will not be shortlisted, and the Commercial Bid of such bidders will not be opened. No further discussions shall be entertained with such bidders in this respect.

- viii. The successful bidder will be responsible for all remunerations, claims, wages, dues etc. of its employees, agents, contractors and subcontractors in accordance to the statutory laws, regulations and ordinances of the country including, but not limited to, Minimum Wages Act, P.F. Laws, Workmen's Compensation Act, Labour laws etc. Bank shall not have any direct or indirect liability or obligation, to pay any charges, claims or wages, dues, and contributions as applicable towards statutory benefits of any of bidder's employee, agents, contractors, and subcontractors, etc. The Vendors shall establish and maintain all proper records including, but not limited to, accounting records required by any law, code, practice, or corporate policy applicable to them from time-to-time, including records and returns as applicable under labour legislations.
- ix. All requirements in **Appendix-C** (Security, Technical/ Functional and Integration compliance), should be complied fully by the bidder.

9. EARNEST MONEY DEPOSIT (EMD):

- i. The Bidder shall furnish EMD for the amount and validity period mentioned in Schedule of Events of this RFP.
- ii. EMD is required to protect the Bank against the risk of Bidder's conduct.
- iii. The EMD should be in form of Bank Guarantee (as prescribed in **Appendix-N**) issued in favour of State Bank of India by any scheduled commercial bank in India. In case, SBI is the sole banker of the Bidder, a Letter of Comfort from SBI would be acceptable.
- iv. Any Bid not accompanied by EMD for the specified amount as mentioned in this RFP will be rejected as non-responsive.
- v. The EMD of the unsuccessful Bidder(s) would be refunded/returned by the Bank within 2 weeks of the Bidder being notified as being unsuccessful.
- vi. The EMD of successful Bidder will be discharged upon the Bidder signing the Contract and furnishing the Bank Guarantee for the amount and validity as mentioned in this RFP, which should be strictly on the lines of format placed at **Appendix-N**.
- vii. No interest is payable on EMD.

- viii. The EMD may be forfeited:
- (a) if a Bidder withdraws his Bid during the period of Bid validity specified in this RFP; or
 - (b) if a Bidder makes any statement or encloses any form which turns out to be false / incorrect at any time prior to signing of Contract; or
 - (c) if the successful Bidder fails to accept Purchase Order and/or sign the Contract with the Bank or furnish Bank Guarantee, within the specified time period in the RFP.
- ix. If EMD is forfeited for any reasons mentioned above, the concerned Bidder may be debarred from participating in the RFPs floated by the Bank/this department, in future, as per sole discretion of the Bank.

10. BID PREPARATION AND SUBMISSION:

- i. The Bid is to be submitted in two parts, i.e., Technical and Commercial. The Bid is to be submitted separately for technical and Commercial through the e-Tendering website mentioned in schedule of events. Technical Proposal for providing of FinTech Solution in response to the RFP No. **SBI/B2B/04 dated 09/04/2021** is to be uploaded on the e-Tendering website. Documents mentioned below are to be uploaded on the e-Tendering website with digital signatures of authorised signatories. The Bid should contain following documents:
- (a) Index of all the documents, letters, bid forms etc. submitted in response to RFP along with page numbers.
 - (b) Bid covering letter/Bid form on the lines of **Appendix-A** on Bidder's letter head.
 - (c) Tender Fee as specified in this document.
 - (d) EMD is required to be submitted in form of BG. Original BG to be sent to the procuring department at the address mentioned in the Schedule of Events and a scanned copy thereof to be uploaded on the e-tendering website.
 - (e) Specific response with supporting documents in respect of Eligibility Criteria as mentioned in **Appendix-B** and technical eligibility criteria on the lines of **Appendix-C**.
 - (f) Bidder's details as per **Appendix-D** on Bidder's letter head.
 - (g) Audited financial statements as mentioned in **Appendix-B** (Bidder's Eligibility Criteria).
 - (h) A copy of board resolution along with copy of power of attorney (POA wherever applicable) showing that the signatory has been duly authorized to sign the Bid document.

- (i) Scanned copy of duly stamped and signed Pre-Contract Integrity Pact (applicable in case the bid amount exceeds ₹10.00 crore) as per **Appendix-M** should be posted/couriered/given in person to the Bank at the address specified in Schedule of Events, within Bid submission date and time for the RFP.
- (j) Declaration / Acknowledgement as per **Appendix-O** on Bidder's letter head.

ii. **Providing response to the RFP No. SBI/B2B/04 dated 09/04/2021:** Commercial Bid should be strictly on the lines of **Appendix-F**. The Commercial bid must include all the price components mentioned. Prices are to be quoted in Indian Rupees (₹) only.

iii. Bidders may please note:

- (a) This is an e-Tender, only electronic submission of bid on the e-tendering website is required within the timelines specified in the Schedule of Events. Hardcopies to be submitted as and when asked by the Bank.
- (b) The Bidder should quote for the entire package on a single responsibility basis for Services it proposes to provide.
- (c) While submitting the Technical Bid, literature on the Services should be segregated and kept together in one section / lot in a separate envelope.
- (d) Care should be taken that the Technical Bid shall not contain any price information. Such proposal, if received, will be rejected.
- (e) The Bid document shall be complete in accordance with various clauses of the RFP document, or any addenda/corrigenda or clarifications issued in connection thereto, duly signed by the authorized representative of the Bidder and stamped with the official stamp of the Bidder. Board resolution authorizing representative to Bid and make commitments on behalf of the Bidder is to be attached.
- (f) Bids are liable to be rejected if only one Bid (i.e., Technical Bid or Commercial Bid) is received.
- (g) Prices quoted by the Bidder shall remain fixed for the period specified in this RFP and shall not be subjected to variation on any account, including exchange rate fluctuations and custom duty. The bidder to take care of all the factors and quote suitably. The rate would be fixed for the tenure. The quality of agents to provide a world-class service level is to be ensured at the same time. **A Bid submitted with an adjustable price quotation will be treated as non-responsive and will be rejected.**
- (h) If deemed necessary, the Bank may seek clarifications on any aspect from the Bidder. However, that would not entitle the Bidder to change or cause any change in the substances of the Bid already submitted or the price quoted.
- (i) The Bidder may also be asked to give presentation for the purpose of clarification of the Bid.
- (j) The Bidder must provide specific and factual replies to the points raised in the RFP.

- (k) The Bid/related documents shall be typed or written in indelible ink and shall be signed by the Bidder or a person or persons duly authorized to bind the Bidder to the Contract.
- (l) All the enclosures (Bid submission) shall be serially numbered with rubber stamp of the participating Bidder. The person or persons signing the Bids shall initial all pages of the Bids, except for un-amended printed literature.
- (m) Any inter-lineation, erasures or overwriting shall be valid only if they are initialled by the person signing the Bids.
- (n) Bid should be typed and submitted on A4 size paper in font 'Times New Roman, Font size-12'.
- (o) The Bank reserves the right to reject Bids not conforming to above.
- (p) The prices should be specified only in "Commercial Bid" and must not be specified at any other place in the bid document. The quotes/prices should exclude all taxes. However, applicable taxes shall be paid/reimbursed by the Bank on actual basis.
- (q) SBI may, at its sole discretion, organize a pre-bid meeting, to resolve any queries, Bidders may have. Any further information will be provided to all Bidders through published Corrigendum. Any clarification on queries raised by bidder in case of Limited Tender Enquiry (LTE) will be provided to the bidders in writing as Corrigendum. In case of any change, the exact date, time and location of the pre-bid meeting will be communicated to each bidder through email.
- (r) All the communications shall be addressed to the Bank and deliver at the address given in Schedule of Events of this RFP.

11. DEADLINE FOR SUBMISSION OF BIDS:

- i. Bids must be submitted online as specified in this RFP by the date and time mentioned in the "**Schedule of Events**".
- ii. Original Bank Guarantee for EMD and duly stamped Pre-Contract Integrity Pact should be posted/couriered/given in person to the Bank at the address specified in Schedule of Event Sl. No. 1, within bid submission date and time for the RFP.
- iii. In the event of the specified date for submission of Bids being declared a holiday for the Bank, the Bids will be received up to the appointed time on the next working day.
- iv. 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. Any Bid received after the deadline for submission of Bids prescribed, will be rejected.

12. MODIFICATION AND WITHDRAWAL OF BIDS:

- i. The Bidder may modify or withdraw its Bid after the Bid's submission, provided that written notice of the modification, including substitution or withdrawal of the Bids, is received by the Bank, prior to the deadline prescribed for submission of Bids.
- ii. A withdrawal notice may also be sent by the authorised representatives of the company through email, but followed by a signed confirmation copy, not later than the deadline for submission of Bids.
- iii. No modification in the Bid shall be allowed, after the deadline for submission of Bids.
- iv. 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.
- v. Withdrawn Bids, if any, will be returned unopened to the Bidders.

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

- i. Bid shall remain valid for duration of 180 days from Bid submission date.
- ii. Price quoted by the Bidder in Commercial Bid shall remain valid for duration of 180 days from the date of conclusion of bidding process.
- iii. In exceptional circumstances, the Bank may solicit the Bidders' consent to an extension of the period of validity. The request and the responses thereto shall be made in writing. A Bidder is free to refuse the request. However, in such case, the Bank will not forfeit its EMD. However, any extension of validity of Bids or price will not entitle the Bidder to revise/modify the Bid document.
- iv. Once Purchase Order or Letter of Intent is issued by the Bank, the said price will remain fixed for the entire Contract period and shall not be subjected to variation on any account, including exchange rate fluctuations, if applicable. A Bid submitted with an adjustable price quotation will be treated as non-responsive and will be rejected.

14. BID INTEGRITY:

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

15. BIDDING PROCESS/OPENING OF TECHNICAL BIDS:

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

16. TECHNICAL EVALUATION:

- i. Technical evaluation will include technical information submitted as per technical Bid format, demonstration of proposed 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.
- ii. During evaluation and comparison of Bids, the Bank may, at its discretion ask the Bidders for clarification on the Bids received. The request for clarification shall be in writing and no change in prices or substance of the Bid shall be sought, offered, or permitted. No clarification at the initiative of the Bidder shall be entertained after bid submission date.

17. EVALUATION OF COMMERCIAL BIDS AND FINALIZATION:

- i. The Commercial bids of only those Bidders, who are short-listed after technical evaluation, would be opened.
- ii. **Commercial price bids, which are higher than 30% of the lowest commercial price bid, amongst technically qualified bidders, will not be considered for further evaluation to discover the successful Bidder (TC-1).**
- iii. After the opening of Commercial Bids, the scores of both Technical Evaluation and Commercial Evaluation would be calculated on 70:30 basis (70% Weightage to Technical and 30% Weightage to Commercial).
- iv. Successful bidder would not be decided solely based on the lowest bid in the Commercial bid. Successful bidder would be selected on the basis of Techno Commercial Evaluation
- v. The Evaluation Criteria would be Techno-Commercial (70:30 respectively) and is explained in the **Appendix-C** with illustrative example.
- vi. The Bidder will be selected as TC-1 on the basis of Techno Commercial evaluation.
- 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.

18. CONTACTING THE BANK:

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

19. AWARD CRITERIA AND AWARD OF CONTRACT:

- i. 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 Commercial bid
- ii. Bank will notify successful Bidder in writing by way of issuance of purchase order through letter or fax/email that its Bid has been accepted. The selected Bidder must 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.
- iii. The successful Bidder will have to submit Non-disclosure Agreement, Performance Guarantee (in the form of Bank Guarantee) for the amount and validity as desired in this RFP and strictly on the lines of formats given in the **Appendix-J** and **Appendix-G** of this RFP respectively, together with

acceptance of all terms and conditions of RFP.

- iv. 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.
- v. The successful Bidder shall be required to enter into a Contract with the Bank and submit the Performance Bank Guarantee, within 30 days from issuance of Purchase Order or within such extended period as may be decided by the Bank.
- vi. Till execution of a formal contract, the RFP, along with the Bank's notification of award by way of issuance of purchase order and Service Provider's acceptance thereof, would be binding contractual obligation between the Bank and the successful Bidder.
- vii. 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.
- viii. Failure of the successful Bidder to comply with the requirements/terms and conditions of this RFP shall constitute sufficient grounds for the annulment of the award and forfeiture of the EMD and/or BG.
- ix. Upon notification of award to the successful Bidder, the Bank will promptly notify the award of contract to the successful Bidder on the Bank's website. The EMD of each unsuccessful Bidder will be discharged and returned.
- x. Applicability of Preference to Make in India, Order 2017 (PPP-MII Order)

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

Applicable where products/services can be divided

- 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 for full quantity will be awarded to L1.
- b) If L1 bid is not a 'Class-I local supplier', 50% of the order quantity shall be awarded to L1. Thereafter, the lowest bidder among the 'Class-I local supplier', will be invited to match the L1 price for the remaining 50% quantity subject to the Class-I local supplier's quoted price falling within the margin of purchase preference, and contract for that quantity shall be awarded to such 'Class-I local supplier' subject

to matching the L1 price. In case such lowest eligible 'Class-I local supplier' fails to match the L1 price or accepts less than the offered quantity, the next higher 'Class-I local supplier' within the margin of purchase preference shall be invited to match the L1 price for remaining quantity and so on, and contract shall be awarded accordingly. In case some quantity is still left uncovered on Class-I local suppliers, then such balance quantity may also be ordered on the L1 bidder.

OR

Applicable where products/services cannot be divided

- 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%.

i. Verification of local

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 format given below, 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 (**applicable where estimated cost of procurement is up to Rs. 10 crores**).

OR

The ‘Class-I local supplier’/ ‘Class-II local supplier’ at the time of submission of bid shall be required to provide a certificate, as per format given below, from the statutory auditor or cost auditor of the company (in the case of companies) or from a practicing cost accountant or practicing chartered accountant (in respect of suppliers other than companies) giving the percentage of local content requirement for ‘Class-I local supplier’/ ‘Class-II local supplier’ as the case may be (**applicable where estimated cost of procurement is more than Rs. 10 crores**)

Certificate of Local Content

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

Date:

To,

Dear Sir,

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

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

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

Signature of Statutory Auditor/Cost Auditor

Registration Number:

Seal

Counter-signed:

Bidder

OEM

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

OR

Format for Self-Certification of Local Content

Date:

To,

Dear Sir,

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

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

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:

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. PERFORMANCE BANK GUARANTEE:

- i. Performance Security in form of Bank Guarantee (BG) for the amount with validity period as specified in this RFP strictly on the format at **Appendix-N** is to be submitted by the finally selected Bidder (s). The BG 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. In case, SBI is the sole Banker for the Bidder, a Letter of Comfort from SBI may be accepted.

- ii. The Bank Guarantee is required to protect the interest of the Bank against 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 the invoking of Bank Guarantee.

25. PENALTIES:

As mentioned in **Terms of Reference** given in **Appendix -E** of this RFP.

26. 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.

27. INSPECTION AND TESTING:

- i. The Bank reserves the right to demand a demonstration of the solution/product on a representative model at Solution Provider's location.
- ii. The inspection and test prior to delivery of the services/ product at the time of final acceptance would be as follows:
 - (a) Solution Provider shall intimate the Bank before delivering the solution/products for testing.
 - (b) The acceptance test may also be conducted before delivery. Reasonable facilities and assistance, including access to drawings and production data, shall be furnished to the inspectors, at no charge to the Bank. In case of failure by Service Provider to provide necessary facility/equipment at its premises, all the cost of such inspection like travel, boarding, lodging & other incidental expenses of the Bank's representatives to be borne by Service Provider.
- iii. The Bank's right to inspect, test the solution/product after delivery of the same to the Bank and where necessary reject the solution/products which does not meet the specification provided by the Bank. This shall in no way be limited or waived by reason of the solution/ products having previously being inspected, tested and passed by the Bank or its representative prior to the solution/products delivery prior to the installation and commissioning.
- iv. Nothing stated hereinabove shall in any way release Service Provider from any warranty or other obligations under this contract.

- v. System Integration Testing and User Acceptance Testing will be carried out as per requirements of the Bank.

28. RIGHT TO AUDIT:

- i. The Selected Bidder (Solution/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 Services/Solutions provided to the Bank and Solution Provider is required to submit such certification by such Auditors to the Bank. Solution 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 Solution Provider. Solution Provider shall, whenever required by the Auditors, furnish all relevant information, records/data to them. All costs for such audit shall be borne by the Bank. Except for the audit done by Reserve Bank of India or any statutory/regulatory authority, the Bank shall provide reasonable notice not less than 7 (seven) days to Solution Provider before such audit and same shall be conducted during normal business hours.
- ii. Where any deficiency has been observed during audit of Solution Provider on the risk parameters finalized by the Bank or in the certification submitted by the Auditors, Solution 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 Solution Provider shall require to be certified by the Auditors covering the respective risk parameters against which such deficiencies have been observed.
- iii. Solution 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 Solution Provider. However, Solution Provider shall not be obligated to provide records/data not related to Services under the Agreement (e.g., internal cost breakup etc.).

29. SUBCONTRACTING:

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

30. NON-SHARING OF RESOURCES:

All dedicated resources including premises, infrastructure, personnel and technology for SBI, when are free and are not in use, will be left to remain idle and the bidder shall not use these for any other process due to security reasons.

31. VALIDITY OF AGREEMENT:

The Agreement/ SLA will be valid for the period of 03 (Three) years. The tenure of engagement can be extended further at the Bank's discretion and on mutually accepted Term & Conditions and supplementary SLA will be executed at material time. The Bank reserves the right to terminate the Agreement as per the terms of RFP/ Agreement.

During shifting of the services to new bidder, the selected bidder shall provide necessary help for smooth switch over, and necessary information support to SBI's staff and / or SBI appointed third party, for running the FinTech Solution without any additional cost, thus ensuring continuity of service to SBI customers.

32. LIMITATION OF LIABILITY:

- i. The maximum aggregate liability of Service Provider, subject to clause 32 (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 Wilful Misconduct of Service Provider,
 - c) damage(s) occasioned by Service Provider for breach of Confidentiality Obligations,
 - d) Regulatory or statutory fines imposed by a Government or Regulatory agency for non-compliance of statutory or regulatory guidelines applicable to the Bank, provided such guidelines were brought to the notice of Service Provider.

For the purpose of clause 32 (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.

“Wilful 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.

33. CONFIDENTIALITY:

Confidentiality obligation shall be as per Non-disclosure Agreement (**Appendix-J**) and relevant clause(s) of Service Level Agreement placed as **Appendix-I** to this RFP.

34. DELAY IN FINTECH SOLUTION PROVIDER’S PERFORMANCE:

- i. Delivery, installation, commissioning of the Software Solution and performance of Services shall be made by FinTech Solution Provider within the timelines prescribed in this RFP 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, FinTech Solution 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 FinTech Solution Provider’s notice, the Bank shall evaluate the situation and may, at its discretion, extend FinTech Solution 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 FinTech Solution 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).

35. FINTECH SOLUTION PROVIDER’S OBLIGATIONS:

- i. FinTech Solution 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. FinTech Solution 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. FinTech Solution 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 FinTech Solution Provider's negligence. FinTech Solution Provider will pay all indemnities arising from such incidents and will not hold the Bank responsible or obligated.
- iv. FinTech Solution Provider is responsible for activities of its personnel and will hold itself responsible for any misdemeanours.
- v. FinTech Solution 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-J** of this RFP.

36. TECHNICAL DOCUMENTATION:

- i. FinTech Solution Provider shall deliver the following documents to the Bank for every software including source code, third party software before software/ service become operational, which includes, user manuals, installation manuals, operation manuals, design documents, process documents, technical manuals, functional specification, software requirement specification, on-line tutorials/ CBTs, system configuration documents, system/database administrative documents, debugging/diagnostics documents, test procedures etc.
- ii. FinTech Solution Provider shall also provide documents related to Review Records/ Test Bug Reports/ Root Cause Analysis Report, list of all Product components, list of all dependent/external modules and list of all documents relating to traceability of the Software Solution as and when applicable.
- iii. FinTech Solution 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.

37. INTELLECTUAL PROPERTY RIGHTS AND OWNERSHIP:

- i. For any technology / Software / solution developed/used/supplied by FinTech Solution Provider for performing Services or licensing and implementing Software and solution for the Bank as part of this RFP, FinTech Solution Provider shall have right to use as well right to license for the outsourced services or third-party product. The Bank shall not be liable for any license or IPR violation on the part of FinTech Solution provider.
- ii. The solution developed for the bank as part of this proposed engagement, including, but not limited to, business logic, business rules, workflows, models, recommendation engine, AI algorithms, analytical models and other such work products will remain exclusive intellectual property of the bank.
- iii. Without the Bank's prior written approval, FinTech Solution 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 Copyleft license or any other agreement that may give rise to any third-party claims or to limit the Bank's rights under this RFP.
- iv. Subject to clause 37 (iv) and 37 (v) of this RFP, FinTech Solution Provider shall, at its own expenses without any limitation, indemnify and keep fully and effectively indemnified the Bank against all cost, claims, damages, demands, expenses and liabilities whatsoever nature arising out of or in connection with all claims of infringement of Intellectual Property Right, including patent, trademark, copyright, trade secret or industrial design rights of any third party arising from use of the technology / Software / products or any part thereof in India or abroad, for Software licensed/developed as part of this engagement. In case of violation/ infringement of patent/ trademark/ copyright/ trade secret or industrial design or any other Intellectual Property Right of third party, Service Provider shall, after due inspection and testing, without any additional cost (a) procure for the Bank the right to continue to using the Software supplied; or (b) replace or modify the Software to make it non-infringing so long as the replacement to or modification of Software provide substantially equivalent functional, performance and operational features as the infringing Software which is being replaced or modified; or (c) to the extent that the activities under clauses (a) and (b) above are not commercially reasonable, refund to the Bank all amounts paid by the Bank to FinTech Solution Provider under this RFP/Agreement.
- v. The Bank will give (a) notice to FinTech Solution Provider of any such claim without delay/provide reasonable assistance to FinTech Solution 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) FinTech Solution 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) FinTech Solution Provider shall promptly provide the Bank with copies of all pleadings or similar documents relating to any such claim, (iii) FinTech Solution 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.

- vi. FinTech Solution Provider shall have no obligations with respect to any infringement claims to the extent that the infringement claim arises or results from: (i) FinTech Solution Provider's compliance with the Bank's specific technical designs or instructions (except where FinTech Solution Provider knew or should have known that such compliance was likely to result in an infringement claim and FinTech Solution Provider did not inform the Bank of the same); (ii) any unauthorized modification or alteration of the Software by the Bank or its employee; (iii) failure to implement an update to the licensed software that would have avoided the infringement, provided FinTech Solution Provider has notified the Bank in writing that use of the update would have avoided the claim.
- vii. FinTech Solution Provider shall grant the Bank a fully paid-up, irrevocable, non-exclusive, unlimited, perpetual license (including the latest updates and upgrades of latest version of FinTech solution and if any third-party software used by them as part of FinTech solution) throughout the territory of India or abroad to access, replicate and use software provided by FinTech Solution Provider, including all inventions, designs and marks embodied therein perpetually. The source code / object code / executable code and compilation procedures of the Software Solution should be placed under an Escrow arrangement. All necessary documentation in this behalf should be made available to the Bank. In case of Escrow arrangement, complete details and the location and the terms and conditions applicable for escrow must be specified. Any update or upgrade to source code should be informed and brought under Escrow. Bank will not pay additionally for the source code/object code/executable code and compilation procedures of the Software Solution placed under an Escrow arrangement. Bidder must include cost of Escrow agreement for entire contract period in cost of software solution.
- viii. All Work Product prepared by the FinTech Solution Provider in performing the Services shall become and remain the sole and exclusive property of the Bank and all Intellectual Property Rights in such Work Product shall vest with the Bank. Any Work Product, of which the ownership or the Intellectual Property Rights do not vest with the Bank under law, shall automatically stand assigned

to the Bank as and when such Work Product is created, and FinTech Solution Provider agrees to execute all papers and to perform such other acts as the Bank may deem necessary to secure its rights herein assigned by FinTech Solution Provider. The Work Product shall not be used for any purpose other than intended under the scope of work, without prior written consent of the Bank.

- ix. In the event that FinTech Solution Provider integrates any work that was previously created by Service Provider into any Work Product, Service Provider shall grant to, and the Bank is hereby granted, a worldwide, royalty-free, perpetual, irrevocable license to utilize the incorporated items, including, but not limited to, any and all copyrights, patents, designs, trade secrets, trademarks or other Intellectual Property Rights, in connection with the Work Product.

38. SYSTEM INTEGRATION TESTING & USER ACCEPTANCE TESTING:

FinTech Solution Provider should integrate the software with the existing systems as per requirement of the Bank and carry out thorough system integration testing.

System integration testing will be followed by user acceptance testing, plan for which has to be submitted by FinTech Solution Provider to the Bank. The UAT includes functional tests, resilience tests, benchmark comparisons, operational tests, load tests etc. SBI staff / third Party vendor designated by the Bank will carry out the functional testing. This staff/third party vendor will need necessary on-site training for the purpose and should be provided by FinTech Solution Provider. FinTech Solution Provider should carry out other testing like resiliency/benchmarking/load/performance testing etc. FinTech Solution Provider should submit result log for all testing to the Bank.

On satisfactory completion of the afore mentioned tests, the User Acceptance Test (UAT) letter will be issued to FinTech Solution Provider by the competent authority.

Bank IT, UAT Dept and Business will also do testing after successful testing by Service Provider in UAT and pre-prod system and in UAT open observation of Bank IT and Business Team need to be closed by FinTech Solution provider.

39. SERVICES:

- i. All professional services necessary to successfully implement the proposed Software Solution will be part of the RFP/Contract.
- ii. The Bidder should also submit as part of technical Bid an overview of Project Management approach of the proposed product/services.

- iii. Bidder should ensure that key personnel with relevant skill sets are available to the Bank.
- iv. Bidder should ensure that the quality of methodologies for delivering the services, adhere to quality standards/timelines stipulated therefor.
- v. Bidder shall be willing to transfer skills to relevant personnel from the Bank, by means of training and documentation.
- vi. Bidder shall provide and implement patches/ upgrades/ updates for hardware/ software/ Operating System / Middleware etc. as and when released by FinTech Solution Provider or as per requirements of the Bank. Bidder should bring to notice of the Bank all releases/ version changes.
- vii. Bidder shall obtain a written permission from the Bank before applying any of the patches/ upgrades/ updates. Bidder must support older versions of the hardware/ software/ operating system/middleware etc. in case the Bank chooses not to upgrade to latest version. During the entire period, the Bidder must 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 that needs to be installed at no additional cost.
- viii. Bidder shall provide maintenance support for Hardware/ Software/ Operating System/ Middleware over the entire period of contract.
- ix. All product updates, upgrades & patches shall be provided by the Bidder free of cost during warranty and AMC/ ATS/ S&S period.
- x. During the support period, the Bidder shall maintain the product or specified hardware/software to comply with parameters defined in this RFP. The Bidder shall be responsible for all costs relating to labour, spares, maintenance (preventive and corrective), compliance of security requirements and transport charges from and to the Site(s) in connection with the repair/ replacement of product and ensure continuity of service.
- xi. During the support period, the vendor shall ensure that services of professionally qualified personnel are available for providing continuity in services at sites as per the Bank's requirements. Continuity of Services shall include, among other things, day-to- day maintenance of the premises or specified hardware/software, compliance to security requirements, etc. when required or in the event of system crash/malfunctioning, arranging and configuring facility as per the requirements of the Bank, fine tuning, system

monitoring, log maintenance, etc. The Bidder shall provide services of an expert technical support at any locations wherever required, whenever it is essential.

- xii. 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) Backdrop of product or specified hardware / software / configuration
- xiii. The Bidder shall be agreeable for on-call/on-site support during peak weeks (last and first week of each month) and at the time of switching over from PR to DR and vice-versa. No extra charge shall be paid by the Bank for such needs, if any, during the support period.
- xiv. The Bidder support staff should be well trained to effectively handle queries raised by the customers / employees of the Bank.
- xv. Bidder shall provide legally valid Software Solution. The detailed information on license count and type of license shall also be provided to the Bank.
- xvi. Updated escalation matrix shall be made available to the Bank once in each quarter and each time the matrix gets changed.
- xvii. The Bidders shall share its IT Security Policy and shall ensure that all steps for security of the data of the process. The data created during the inbound & outbound activity of SBI will be the exclusive property of SBI and bidder shall not be authorized to utilize/share with any third party/sell the same to any third party. The bidder shall comply with the Bank's security policy for SBI, and subsidiaries / JVs, processes. All locations where the Bidder will operate processes of SBI, and its subsidiaries / JVs, should be certified under the certifications as stated in the Eligibility Criteria (**Appendix-B**) **within 12 months** of the site(s) going live.
- xviii. Compliance with security best practices may be monitored by periodic computer security audits performed by or on behalf of the Bank and by RBI inspectors/auditors. The periodicity of these audits will be decided at the discretion of the Bank. These audits may include, but are not limited to, a review of access and authorization procedures, physical security controls, backup and recovery procedures, network security controls and program change controls.

The Bank or its representatives may inspect the facility of the Vendor running the SBI process. This may include all the dedicated staff, including Agents, Team Leaders, Assistant Managers, etc. To the extent that the Bank deems it necessary to carry out a program of inspection and audit to safeguard against threats and hazards to the confidentiality, integrity, and availability of data, the bidder shall afford the Bank's representatives access to the bidder's facilities, installations, technical resources, operations, documentation, records, databases, and personnel. The bidder must provide the Bank access to various monitoring and performance measurement systems. The Bank has the right to get the monitoring and performance measurement systems audited without prior approval /notice to the bidder. The bidder must implement the feedbacks / corrective actions recommended post the audit checks.

- xix. The Bidder shall keep the Bank explicitly informed the end of support dates on related products/hardware/firmware and should ensure support during warranty and AMC/ATS/S&S.

40. WARRANTY AND ANNUAL MAINTENANCE CONTRACT:

- i. The selected Bidder shall support the Software Solution during the period of warranty and AMC as specified in Scope of work in this RFP from the date of acceptance of the Software Solution by State Bank of India.
- ii. During the warranty and AMC period, the Bidder will have to undertake comprehensive support of the Software Solution supplied by the Bidder and all new versions, releases, and updates for all standard software to be supplied to the Bank at no additional cost. During the support period, the Bidder shall maintain the Software Solution to comply with parameters defined for acceptance criteria and the Bidder shall be responsible for all costs relating to labour, spares, maintenance (preventive and corrective), compliance of security requirements and transport charges from and to the Site (s) in connection with the repair/ replacement of the Software Solution, which, under normal and proper use and maintenance thereof, proves defective in design, material or workmanship or fails to conform to the specifications, as specified.
- iii. During the support period (warranty and AMC), FinTech Solution Provider shall ensure that services of professionally qualified personnel are available for providing comprehensive on-site maintenance of the Software Solution and its components as per the Bank's requirements. Comprehensive maintenance shall include, among other things, maintenance of the Software Solution as per the Bank's policy, reloading of firmware/software, compliance to security requirements, etc. when required or in the event of system crash/malfunctioning, arranging and configuring

facility as per the requirements of the Bank, fine tuning, system monitoring, log maintenance, etc. The Bidder shall provide services of an expert engineer at SBI GITC, Belapur or at other locations wherever required, whenever it is essential. In case of failure of Software Solution, the Bidder shall ensure that Software Solution is made operational to the full satisfaction of the Bank within the given timelines.

- iv. Warranty/ AMC for the system software/ off-the shelf software will be provided to the Bank as per the general conditions of sale of such software.
- v. Support (Warranty/ AMC) would be on-site and comprehensive in nature and must have back-to-back support from the FinTech Solution Provider. Service Provider will warrant products against defects arising out of faulty design etc. during the specified support period.
- vi. In the event of system break down or failures at any stage, protection available, which would include the following, shall be specified.
 - (a) Diagnostics for identification of systems failures
 - (b) Protection of data/ Configuration
 - (c) Recovery/ restart facility
 - (d) Backup of system software/ Configuration
- vii. Prompt support shall be made available as desired in this RFP during the support period at the locations as and when required by the Bank.
- viii. The Bidder shall be agreeable for on-call/on-site support during peak weeks (last and first week of each month) and at the time of switching over from PR to DR and vice-versa. No extra charge shall be paid by the Bank for such needs, if any, during the support period.
- ix. Bidder support staff should be well trained to effectively handle queries raised by the customers/employees of the Bank.
- x. Updated escalation matrix shall be made available to the Bank once in each quarter and each time the matrix gets changed.

41. COMPLIANCE WITH IT & IS SECURITY POLICY:

The Bidder shall have to comply with Bank's IT & IS Security policy. Some of the key areas are as under. However, the bidder will have to comply with all the IT and IS security policies of the bank.

- i. Responsibilities for data and application privacy and confidentiality
- ii. Responsibilities on system and software access control and administration

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

42. LIQUIDATED DAMAGES:

If FinTech Solution 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.

43. CONFLICT OF INTEREST:

- i. Bidder shall not have a conflict of interest (the “Conflict of Interest”) that affects the bidding Process. Any Bidder found to have a Conflict of Interest shall be disqualified. In the event of disqualification, the Bank shall be entitled to forfeit and appropriate the Bid Security and/or Performance Security (Bank Guarantee), as the case may be, as mutually agreed upon genuine estimated loss and damage likely to be suffered and incurred by the Bank and not by way of penalty for, inter alia, the time, cost and effort of the Bank, including consideration of such Bidder’s proposal (the “Damages”), without prejudice to any other right or remedy that may be available to the Bank under the bidding Documents and/ or the Agreement or otherwise. It is further clarified that:
 - (a) Bidder shall not receive any remuneration in connection with the assignment except as provided in the Contract.
 - (b) Bidder shall provide professional, objective and impartial advice and at all times hold the Bank’s interest paramount, strictly avoiding conflicts with other assignment(s)/job(s) or their own corporate interests, and act without any expectation/ consideration for award of any future assignment(s) from the Bank. Bidder shall avoid any conflict of interest while discharging contractual obligations and bring, before-hand, any possible instance of conflict of interest to the knowledge of the Bank, while rendering Services under the Agreement.

- 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:
 - i) Where any intermediary is controlled by a person through management control or otherwise, the entire shareholding held by such controlled intermediary in any other person (the “Subject Person”) shall be taken into account for computing the shareholding of such controlling person in the Subject Person; and
 - ii) Subject always to sub-clause (i) above, where a person does not exercise control over an intermediary, which has shareholding in the Subject Person, the computation of indirect shareholding of such person in the Subject Person shall be undertaken on a proportionate basis; provided, however, that no such shareholding shall be reckoned under this sub-clause (ii) 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) there is a conflict among the proposed project and other consulting assignments of the Bidder (including its personnel and its Sub-Contractors) and any subsidiaries or entities controlled by such Bidder or having common controlling shareholders. The duties of the Bidder will depend on the circumstances of each case. While providing Software Solution/ service requirements services to the Bank for this assignment, Bidder shall not take up any assignment that by its nature will result in conflict with the present assignment; or
- (g) a Bidder who has been engaged by the Bank to provide goods or works or services for a project, and its Members or Associates, will be disqualified from providing consulting services for the same project save and except as provided herein; conversely, a firm hired to provide consulting services for the preparation or implementation of a project, and its Members or Associates, will be disqualified from subsequently providing goods or works or services related to the same project.
- 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.
- iv. A Bidder eventually appointed to provide FinTech solution requirements for this Project, and its Associates, shall be disqualified from subsequently providing similar work products, goods or works or services; in part or in full; related to the Project and any breach of this obligation shall be construed as Conflict of Interest; provided that the restriction herein shall not apply after a period of 3 (three) years from the completion of this assignment or to consulting assignments granted by the Bank at any time; provided further that this restriction shall not apply to FinTech solution e requirements / advisory services performed for the Bank in continuation of this FinTech Solution requirements or to any subsequent FinTech Solution/ service requirements / advisory services performed for the Bank in accordance with the respective RFP or proposals.

44. CODE OF INTEGRITY AND DEBARMENT/BANNING:

- i. The Bidder and their respective officers, employees, agents and advisers shall observe the highest standard of ethics during the bidding Process. Notwithstanding anything to the contrary contained herein, the Bank shall reject Bid without being liable in any manner whatsoever to the Bidder if it determines that the Bidder has, directly or indirectly or through an agent, engaged in corrupt/fraudulent/coercive/undesirable or restrictive practices in the bidding Process.
- ii. Bidders are obliged under code of integrity to Suo-moto proactively declare any conflicts of interest (pre-existing or as and as soon as these arise at any stage) in RFP

process or execution of contract. Failure to do so would amount to violation of this code of integrity.

- iii.** Any Bidder needs to declare any previous transgressions of such a code of integrity with any entity in any country during the last three years or of being debarred by any other procuring entity. Failure to do so would amount to violation of this code of integrity.
- iv.** For the purposes of this clause, the following terms shall have the meaning hereinafter, respectively assigned to them:
- (a) **“Corrupt practice”** means making offers, solicitation or acceptance of bribe, rewards or gifts or any material benefit, in exchange for an unfair advantage in the procurement process or to otherwise influence the procurement process or contract execution.
 - (b) **“Fraudulent practice”** means any omission or misrepresentation that may mislead or attempt to mislead so that financial or other benefits may be obtained, or an obligation avoided. This includes making false declaration or providing false information for participation in a RFP process or to secure a contract or in execution of the contract.
 - (c) **“Coercive practice”** means harming or threatening to harm, persons or their property to influence their participation in the procurement process or affect the execution of a contract.
 - (d) **“Anti-competitive practice”** means any collusion, bid rigging or anti-competitive arrangement, or any other practice coming under the purview of the Competition Act, 2002, between two or more bidders, with or without the knowledge of the Bank, that may impair the transparency, fairness and the progress of the procurement process or to establish bid prices at artificial, non-competitive levels.
 - (e) **“Obstructive practice”** means materially impede the Bank’s or Government agencies investigation into allegations of one or more of the above mentioned prohibited practices either by deliberately destroying, falsifying, altering; or by concealing of evidence material to the investigation; or by making false statements to investigators and/or by threatening, harassing or intimidating any party to prevent it from disclosing its knowledge of matters relevant to the investigation or from pursuing the investigation; or by impeding the Bank’s rights of audit or access to information.

v. Debarment/Banning:

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

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

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

- i. Vendors who have not responded to requests for quotation/tenders consecutively three times without furnishing valid reasons, if mandated in the empanelment contract (if applicable).
- ii. Repeated non-performance or performance below specified standards (including after sales services and maintenance services etc.).
- iii. Vendors undergoing process for removal from empanelment/participation in procurement process or banning/debarment may also be put on a holiday listing during such proceedings.

(b) Debarment from participation including removal from empanelled list:

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

- i. Without prejudice to the rights of the Bank under Clause 44 (i) hereinabove, if a Bidder is found by the Bank to have directly or indirectly or through an agent, engaged or indulged in any corrupt/fraudulent/coercive/undesirable or restrictive practices during the bidding Process, such Bidder shall not be eligible to participate in any EOI/RFP issued by the Bank during a period of 2 (two) years from the date of debarment.
- ii. Vendor fails to abide by the terms and conditions or to maintain the required technical/operational staff/equipment or there is change in its

production/service line affecting its performance adversely or fails to cooperate or qualify in the review for empanelment.

- iii. If Vendor ceases to exist or ceases to operate in the category of requirements for which it is empanelled.
- iv. Bankruptcy or insolvency on the part of the vendor as declared by a court of law; or
- v. Banning by Ministry/Department or any other Government agency.
- vi. 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.
- vii. 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.
- viii. 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
- ix. Any other ground, based on which the Bank considers, that continuation of Contract is not in public interest.
- x. If there is strong justification for believing that the partner(s)/director(s)/proprietor/agent(s) 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 Vendor (including their related entities) may be banned/debarred from participation in a procurement process of the Bank including procurement process of any procuring entity of Government of India for a period not exceeding three years commencing from the date of debarment.

45. 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 FinTech Solution 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 FinTech Solution Provider fails to perform any other obligation(s) under the RFP/Agreement.
- (c) If the FinTech Solution Provider fails to substantiate any documentary claim or fails to present technical capability during the course of the project as reflected in the documentary evidence submitted at the time of RFP response/presentation to showcase technical eligibility.
- (d) Violations of any terms and conditions stipulated in the RFP.
- (e) On happening of any termination event mentioned in the RFP/Agreement.

Prior to providing a written notice of termination to FinTech Solution Provider under clause 45 (i) (a) to 45 (i) (c), the Bank shall provide FinTech Solution 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 FinTech Solution Provider shall be liable to the Bank for any increase in cost for such similar Services. However, FinTech Solution Provider shall continue performance of the Contract to the extent not terminated.
- iii. If the Contract is terminated under any termination clause, FinTech Solution 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. In such an event, the bank shall have right to appoint any other vendor or in-house team to continue the development. The Fintech is obligated to support the orderly transition and complete knowledge transfer to another vendor or to the Bank.
- iv. During the transition, FinTech Solution 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 termination, the source code / object code / executable code and compilation procedures of the software solution shall be provided to the Bank. All necessary documentation in this behalf should be made available to the Bank. The Intellectual Property Rights for the solution including source code will be owned by the Bank.
- vii. In the event of failure of FinTech Solution Provider to render the Services or in the event of termination of Agreement or expiry of term or otherwise, without prejudice to

any other right, the Bank at its sole discretion may make alternate arrangement for getting the Services contracted with another vendor. In such case, the Bank shall give prior notice to the existing FinTech Solution Provider. The existing FinTech Solution Provider shall continue to provide services as per the terms of the Agreement until a 'New FinTech Solution Provider' completely takes over the work. During the transition phase, the existing FinTech Solution Provider shall render all reasonable assistance to the new FinTech Solution 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 FinTech Solution Provider beyond the term of this Agreement, reasons for which are not attributable to Service Provider, payment shall be made to FinTech Solution Provider for such additional period on the same rates and payment terms as specified in this Agreement. If existing FinTech Solution Provider is breach of this obligation, they shall be liable for paying a penalty of 10% (ten percent) 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.

46. FORCE MAJEURE:

- i. Notwithstanding the provisions of terms and conditions contained in this RFP, neither party shall be liable for any delay in performing its obligations herein if and to the extent that such delay is the result of an event of Force Majeure.
- ii. For the purposes of this clause, 'Force Majeure' means and includes wars, insurrections, revolution, civil disturbance, riots, terrorist acts, public strikes, hartal, bundh, fires, floods, epidemic, quarantine restrictions, freight embargoes, declared general strikes in relevant industries, Vis Major, acts of Government in their sovereign capacity, impeding reasonable performance of FinTech Solution 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, FinTech Solution Provider shall promptly notify the Bank in writing of such condition and the cause thereof. Unless otherwise directed by the Bank in writing, FinTech Solution 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, FinTech Solution Provider shall be entitled to receive payments for all services actually rendered up to the date of the termination of the Agreement.

47. TERMINATION FOR INSOLVENCY:

- i. The Bank may, at any time, terminate the Contract by giving written notice to FinTech Solution Provider, if FinTech Solution 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 FinTech Solution 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.
- ii. In the event of termination, the source code / object code / executable code and compilation procedures of the software solution shall be provided to the Bank. All necessary documentation in this behalf should be made available to the Bank. The Intellectual Property Rights for the solution including source code will be owned by the Bank.
- iii. In such an event, the bank shall also have the right to terminate the bidder and appoint any other vendor or in-house team to continue the development. The Fintech is obligated to support the orderly transition and complete knowledge transfer to another vendor or to the Bank.

48. 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.
- ii. In the event of termination of the Agreement for the Bank's convenience, FinTech Solution Provider shall be entitled to receive payment for the Services rendered (delivered) up to the effective date of termination.
- iii. In the event of termination, the source code / object code / executable code and compilation procedures of the software solution shall be provided to the Bank. All necessary documentation in this behalf should be made available to the Bank. The Intellectual Property Rights for the solution including source code will be owned by the Bank.
- iv. In such an event, the bank shall also have the right to terminate the bidder and appoint any other vendor or in-house team to continue the development. The Fintech is obligated to support the orderly transition and complete knowledge transfer to another vendor or to the Bank.

49. CHANGE OF OWNERSHIP

- i. In the event of change in ownership of bidder, Fintech, under the new owner, shall be obligated to cover the interest of the bank and continue providing services as per the Scope of Work, defined timelines and terms of this RFP.
- ii. In the event of change in ownership of bidder, where the new owner is a competitor of the bank or in the business of providing similar services to the bank, the FinTech is obligated to cover the interest of the bank and continue providing services as per the Scope of Work, defined timelines and terms of this RFP. The FinTech is obligated to restrict access of the bank's solution to the owner, who may be a competitor in this case.
- iii. In both above such events, the bank shall also have right to terminate the bidder and appoint any other vendor or in-house team to continue the development. The Fintech is obligated to support the orderly transition and complete knowledge transfer to another vendor or to the Bank.
- iv. In the event of termination, the source code / object code / executable code and compilation procedures of the software solution shall be provided to the Bank. All necessary documentation in this behalf should be made available to the Bank. The Intellectual Property Rights for the solution including source code will be owned by the Bank.

50. APPLICABLE LAWS & DISPUTES:

(APPLICABLE TO SUCCESSFUL BIDDER ONLY):

- i. This RFP and the ensuing Contract if any, shall be governed, interpreted, construed and enforced in all respects, in accordance with the laws in force in India.
- ii. All disputes or differences whatsoever arising between the parties out of or in connection with the RFP and the Contract or in discharge of any obligation arising out of this RFP 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, the same shall be referred to and be subject to the jurisdiction of competent civil courts of Mumbai only.

51. GOVERNING LANGUAGE:

The governing language shall be English.

52. TAXES AND DUTIES:

- i. FinTech Solution Provider shall be liable to pay all corporate taxes and income tax that shall be levied according to the laws and regulations applicable from time to time in India and the price Bid by Service Provider shall include all such taxes in the quoted price.
- ii. Prices quoted should be exclusive of all Central / State Government taxes/duties and levies but inclusive of all corporate taxes. The quoted prices and taxes/duties and statutory levies such as GST etc. should be specified in the separate sheet (**Appendix-F**).
- iii. 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 FinTech Solution 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.
- v. Income / Corporate Taxes in India: The Bidder shall be liable to pay all corporate taxes and income tax that shall be levied according to the laws and regulations applicable from time to time in India and the price Bid by the Bidder shall include all such taxes in the contract price.
- vi. All expenses, stamp duty and other charges/ expenses in connection with the execution of the Agreement as a result of this RFP process shall be borne by FinTech Solution Provider. The Agreement/ Contract would be stamped as per Maharashtra Stamp Act, 1958 and any amendment(s) thereto.

53. TAX DEDUCTION AT SOURCE:

- i. Wherever the laws and regulations require deduction of such taxes at the source of payment, the Bank shall effect such deductions from the payment due to 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 FinTech Solution Provider from his responsibility to pay any tax that may be levied in India on income and profits made by FinTech Solution Provider in respect of this Contract.

- ii. FinTech Solution 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.

54. TENDER FEE:

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

55. EXEMPTION OF EMD AND TENDER FEE:

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

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

*Start-ups which are not under the category of MSE shall not be eligible for exemption of tender fee.

Bidders may please note:

- i. NSIC certificate/ Udyog Aadhar Memorandum should cover the items tendered to get EMD/tender fee exemptions. Certificate/ Memorandum should be valid as on due date / extended due date for Bid submission.
- ii. "Start-up" 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.
- iii. Bidder who solely on its own, fulfils each eligibility criteria condition as per the RFP terms and conditions and who are having MSE or Start-up company status, can claim exemption for EMD/ tender fee.

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

56. 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.

57. Appendices:

This section contains all appendices.

Appendix-A: BID FORM (TECHNICAL BID)

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

Date: _____

To:

M/s. e-Procurement Technologies Ltd. -
B-704-705, Wall Street - II,
Opp. Orient Club, Near Gujarat College,
Ellis Bridge, Ahmedabad - 380006,
Gujarat, India

Dear Sir,

Ref: RFP No. SBI/B2B/04 dated 09/04/2021

~~~~~

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 Bank's authorized service provider, on the date advised to us.

- i. While submitting this Bid, we certify that:
  - a. The undersigned is authorized to sign on behalf of the Bidder and the necessary support document delegating this authority is enclosed to this letter.
  - b. We declare that we are not in contravention of conflict-of-interest obligation mentioned in this RFP.
  - c. Commercial bid submitted by us have been arrived at without agreement with any other Bidder of this RFP for the purpose of restricting competition.
  - d. The Commercial bid submitted by us have not been disclosed and will not be disclosed to any other Bidder responding to this RFP.
  - e. We have not induced or attempted to induce any other Bidder to submit or not to submit a Bid for restricting competition.
  - f. We have quoted for all the services/items mentioned in this RFP in our indicative price Bid.

- g. The rate quoted in the Commercial 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, organization 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-I** of this RFP, the rates quoted therein for the orders awarded by the Bank up to the period prescribed in the RFP and contents of Service Level Agreement to be executed in due course, which shall remain binding upon us.
- viii. Till execution of a formal contract, the RFP, along with the Bank’s notification of award by way of issuance of purchase order and our acceptance thereof, would be binding contractual obligation on the Bank and us.
- ix. We understand that you are not bound to accept the lowest or any Bid you may receive, and you may reject all or any Bid without assigning any reason or giving any explanation whatsoever.

- x. We hereby certify that our name does not appear in any “Caution” list of RBI / IBA or any other regulatory body for outsourcing activity.
- xi. We hereby certify that on the date of submission of Bid for this RFP, we are not under any debarment/blacklist period for breach of contract/fraud/corrupt practices by any Scheduled Commercial Bank/ Public Sector Undertaking/ State or Central Government or their agencies/departments.
- xii. We hereby certify that 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.
- xiii. 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.
- xiv. We hereby certify that we have read the clauses contained in O.M. No. 6/18/2019-PPD, dated 23.07.2020 order (Public Procurement No. 1), order (Public Procurement No. 2) dated 23.07.2020 and order (Public Procurement No. 3) dated 24.07.2020 regarding restrictions on procurement from a bidder of a country which shares a land border with India. We further certify that we and our OEM (if any) are not from such a country or if from a country, has been registered with competent authority. We certify that we and our OEM (if any) fulfil all the requirements in this regard and are eligible to participate in this RFP.
- xv. 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 ..... 2021

\_\_\_\_\_  
 (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:

| 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 must have an average turnover of minimum ₹ 25 crores crore during last 02 (two) financial years, i.e., FY18-19, FY19-20                                                                                                                                           |                     | Copy of the audited financial statement for required financial years. (Certificate from statutory auditor for preceding/current 2 year may be submitted.)                  |
| 3.     | The Bidder should have positive minimum net worth during last 02 (two) financial years, i.e., FY18-19, FY19-20                                                                                                                                                               |                     | Copy of the audited financial statement for required financial years. (Certificate from statutory auditor for preceding/current 2 year may be submitted.)                  |
| 4.     | Bidder should be in the business of: <ul style="list-style-type: none"> <li>• FinTech solutioning and integration</li> <li>• Development, deployment, integration and customisation of Digital Lending solutions</li> <li>• Providing system integration services</li> </ul> |                     | Self-undertaking on company's letter head                                                                                                                                  |
| 5.     | Bidder should have experience of minimum 3 years in providing the Services in fields mentioned in point 4 of this table                                                                                                                                                      |                     | Copy of the order and / or Certificate of completion of the work.                                                                                                          |
| 6.     | Client references and contact details (email/ landline/ mobile) of customers for whom the Bidder has executed similar Solution with (Start and End Date of the Project to be mentioned) in the past. At least 3                                                              |                     | Bidder should specifically confirm on their letter head in this regard as per <b>Appendix-L</b> .                                                                          |

|    |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 |  |                                                                                          |
|----|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--|------------------------------------------------------------------------------------------|
|    | <p>client references are required covering following mandatory requirement:</p> <ol style="list-style-type: none"> <li>i. Should have worked on AI / Loan Recommendation Engine with at least 2-3 Indian Scheduled Commercial Banks,</li> <li>ii. Should have worked on Data Processing with at least 2-3 Indian Scheduled Commercial Banks,</li> <li>iii. Should have experience of onboarding of customers in India,</li> <li>iv. Should have developed and roll out SME loan products in India.</li> <li>v. Proven capability of processing financial data at scale.<br/>(Minimum 5 million transactions a month)</li> </ol> |  |                                                                                          |
| 7. | Past/present litigations, disputes, if any (Adverse litigations could result in disqualification, at the sole discretion of the Bank). Bank, at the time of award of contract and at its sole discretion, can disqualify the Bidder in case of any adverse litigation past/present.                                                                                                                                                                                                                                                                                                                                             |  | Brief details of litigations, disputes, 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 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.                  |

|     |                                                                                          |  |                                           |
|-----|------------------------------------------------------------------------------------------|--|-------------------------------------------|
| 10. | Bidder should be an SI or Original Equipment Manufacturer (OEM) of the solution.         |  |                                           |
| 11. | The Bidder should be doing business in India with office presence in one or more cities. |  | Self-undertaking on company's letter head |
| 12. | Bidder should not be insolvent, in receivership, Bankrupt, or being wound up             |  | Self-undertaking on company's letter head |

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

**Eligibility criteria mentioned at Sl. No. 2, 3, 5 and 6 in table above are not applicable for Start-ups subject to their meeting of quality and technical specifications. Bidder to note the followings:**

- i. As mentioned in para iii above, 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 ELIGIBILITY CRITERIA

**Note:** Bidders must ascertain that they are fulfilling the Security and Technical/ Functional requirements, then only provide the compliance remarks as “YES”. Also, provide the details how the technical requirements are being fulfilled. Giving false compliance of technical requirements will lead to disqualification at any stage, before or after procurement.

### List of Security requirements

**Any non-compliance to security requirements will not be accepted and the bid will be disqualified.**

| Sl. No | Requirement                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      | Compliance (Y/N) |
|--------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------|
| 1.     | Whether the FinTech has Information security policy in place with periodic reviews?                                                                                                                                                                                                                                                                                                                                                                                                                              |                  |
| 2.     | Whether the FinTech have operational processes with periodic review, including but not limited to: <ul style="list-style-type: none"> <li>• Business Continuity Management</li> <li>• Backup management</li> <li>• Desktop/system/server/network device hardening with baseline controls</li> <li>• Patch Management</li> <li>• Port Management</li> <li>• Media Movement</li> <li>• Log Management</li> <li>• Personnel Security</li> <li>• Physical Security Internal security assessment processes</li> </ul> |                  |
| 3.     | Whether a proper documented change management process has been instituted by the FinTech?                                                                                                                                                                                                                                                                                                                                                                                                                        |                  |
| 4.     | Whether the FinTech has a documented policy and process of Incident Management / response?                                                                                                                                                                                                                                                                                                                                                                                                                       |                  |
| 5.     | Whether the FinTech’s environment is suitably protected from external threats by way of: firewall, WAF, IDS/IPS, AD, AV, NAC, DLP etc.?                                                                                                                                                                                                                                                                                                                                                                          |                  |
| 6.     | Whether FinTech has a well-defined process to implement Firewall rules in their environment?                                                                                                                                                                                                                                                                                                                                                                                                                     |                  |
| 7.     | Whether firewall rule position is regularly monitored for presence of any vulnerable open port or any-any rule?                                                                                                                                                                                                                                                                                                                                                                                                  |                  |
| 8.     | Whether proper log generation, storage, management and analysis happens for the FinTech application?                                                                                                                                                                                                                                                                                                                                                                                                             |                  |

|     |                                                                                                                                                                                                                         |  |
|-----|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--|
| 9.  | Is the 3 <sup>rd</sup> party maintaining all Web, application, DB, Configuration and user access logs for forensic readiness?                                                                                           |  |
| 10. | Whether the FinTech maintains logs for privileged access to their critical systems?                                                                                                                                     |  |
| 11. | Whether privilege access to the FinTech environment is permitted from internet?                                                                                                                                         |  |
| 12. | Whether the FinTech has captive SOC or Managed Service SOC for monitoring their systems and operations?                                                                                                                 |  |
| 13. | Whether the FinTech environment is segregated into militarized zone (MZ) and demilitarized zone (DMZ) separated by Firewall, where any access from an external entity is permitted through DMZ only?                    |  |
| 14. | Whether FinTech Provider has deployed secure production, disaster recovery and testing environments for their application?                                                                                              |  |
| 15. | Whether the 3 <sup>rd</sup> party follows the best practices of creation of separate network zones (VLAN Segments) for Web, App, DB and different zones for critical applications, non-critical applications, UAT etc.? |  |
| 16. | Whether the FinTech configures access to officials based on a documented and approved Role Conflict Matrix?                                                                                                             |  |
| 17. | Whether Internet access is permitted on internal servers, database servers etc.?                                                                                                                                        |  |
| 18. | Whether the FinTech has deployed a dedicated information security team independent of IT, reporting directly to MD/CIO for conducting security related functions & operations?                                          |  |
| 19. | Whether CERT-IN Empanelled ISSPs are engaged by the third party for ensuring security posture of their application?                                                                                                     |  |
| 20. | Whether quarterly vulnerability assessment and penetration testing is being done by the FinTech for their infrastructure?                                                                                               |  |
| 21. | Whether suitable Security Certifications (ISO, PCI-DSS etc.) of the security posture at vendor environment are in place?                                                                                                |  |
| 22. | If the FinTech has deployed any open source or free software in their environment whether security review has been done for such software?                                                                              |  |

- |            |                                                                                                                                              |  |
|------------|----------------------------------------------------------------------------------------------------------------------------------------------|--|
| <b>23.</b> | Whether the data to be shared with FinTech and stored with them will be encrypted as per industry best standards with robust key management? |  |
|------------|----------------------------------------------------------------------------------------------------------------------------------------------|--|

### List of Technical requirements

| Sr. No. | Category            | Requirement                                                                                                                                                                                                                                        | Compliance (Y/N) | Part of In-House Solution/ Third Party |
|---------|---------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------|----------------------------------------|
| 1.      | Solution            | White Label FinTech solution                                                                                                                                                                                                                       |                  |                                        |
| 2.      | Lending Journey     | End to End Digital lending journeys to be provided as per the scope of work                                                                                                                                                                        |                  |                                        |
| 3.      | Lending Journey     | Configuration of admin access needed for management of exceptions, deviations and other such requirements                                                                                                                                          |                  |                                        |
| 4.      | Lending Journey     | All standard features to enable end to end lending journeys, including but not limited to lead management, customer onboarding, application submission, credit decisioning, underwriting, recommendation engine, document management and reporting |                  |                                        |
| 5.      | Lending Journey     | Seamless journey to enable customer to complete lending journey in Straight Through Processing and assisted journeys as per requirement                                                                                                            |                  |                                        |
| 6.      | Lending Journey     | Seamless handshake with bank's internal platforms and third-party vendors, partners and aggregators                                                                                                                                                |                  |                                        |
| 7.      | Lending Journey     | Workflow automation                                                                                                                                                                                                                                |                  |                                        |
| 8.      | Customer Experience | Omnichannel experience accessible from Web, Mobile, Tablet, etc.                                                                                                                                                                                   |                  |                                        |
| 9.      | Customer Experience | Seamless session and drop – off management across channels                                                                                                                                                                                         |                  |                                        |
| 10.     | Customer Experience | Responsive UI of the platform adopting to various form factors                                                                                                                                                                                     |                  |                                        |

| Sr. No. | Category             | Requirement                                                                                                                                                        | Compliance (Y/N) | Part of In-House Solution/ Third Party |
|---------|----------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------|----------------------------------------|
| 11.     | Customer Experience  | Web application should be compatible with all browsers                                                                                                             |                  |                                        |
| 12.     | Session Management   | Seamless session management and journey drop off management across channels                                                                                        |                  |                                        |
| 13.     | Session Management   | Customer should be able to pick up the journey exactly from the last drop off point, irrespective of the channel                                                   |                  |                                        |
| 14.     | Lead Management      | Complete lead management lifecycle with tracking                                                                                                                   |                  |                                        |
| 15.     | Lead Management      | Integration with bank's internal lead generation system and third-party lead generators                                                                            |                  |                                        |
| 16.     | Customer On boarding | Comprehensive data capture and loan application submission                                                                                                         |                  |                                        |
| 17.     | Customer On boarding | Digital/ Video KYC or integration with Bank's existing Digital/ Video KYC solution                                                                                 |                  |                                        |
| 18.     | Customer On boarding | Integration with third party systems for verification of data like CIBIL GST, PAN, Aadhaar, ITR etc.                                                               |                  |                                        |
| 19.     | Customer On boarding | Comprehensive document management                                                                                                                                  |                  |                                        |
| 20.     | Customer On boarding | Channel agnostic application                                                                                                                                       |                  |                                        |
| 21.     | Loan application     | Data scrubbed from multiple internal and external systems, partners, third-party vendors and aggregators to complete loan application with minimum customer inputs |                  |                                        |
| 22.     | Loan application     | Create and manage document checklist as per respective credit policy                                                                                               |                  |                                        |
| 23.     | Loan application     | Upload and processing of required documents                                                                                                                        |                  |                                        |

| Sr. No. | Category                                                         | Requirement                                                                                                                                                                                                           | Compliance (Y/N) | Part of In-House Solution/ Third Party |
|---------|------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------|----------------------------------------|
| 24.     | Loan application                                                 | Auto generation of loan application submission                                                                                                                                                                        |                  |                                        |
| 25.     | Data Aggregation & Data Scrubbing                                | Fetch & Utilize Structured and Unstructured data across the lending ecosystem using APIs                                                                                                                              |                  |                                        |
| 26.     | Data Aggregation & Data Scrubbing                                | Customer/ Enterprise multidimensional model to provide a comprehensive 360-degree view of customer/enterprise                                                                                                         |                  |                                        |
| 27.     | Data Aggregation & Data Scrubbing                                | Fetch and Auto populate customer data                                                                                                                                                                                 |                  |                                        |
| 28.     |                                                                  | Capabilities to ingest data from various sources for processing loan application under various segments like SME, PBBU, REHBU, ABU etc. The bidder to submit the list of capabilities integrated with their solution. |                  |                                        |
| 29.     | Screening                                                        | Provide a list of data sources to be used for screening                                                                                                                                                               |                  |                                        |
| 30.     | Screening                                                        | Image recognition and processing for verification and validation of documents                                                                                                                                         |                  |                                        |
| 31.     | Screening                                                        | Platform capabilities of fraud check, AML, credit history, de-dupe analysis, defaulter/ blacklist check, KYC screening, related party transaction, cross comparison of data, internal database check                  |                  |                                        |
| 32.     | Screening                                                        | Bank account verification and statement analyser for personal and company                                                                                                                                             |                  |                                        |
| 33.     | Screening                                                        | GST verification and data fetch for personal and company                                                                                                                                                              |                  |                                        |
| 34.     | Screening                                                        | ITR fetch and report analyser for personal and company                                                                                                                                                                |                  |                                        |
| 35.     | Open Architecture: Any of the Fintech platform Capabilities or a | Beside the journeys end to end designed by the Fintech, the bank will use the capabilities in various other existing / new journeys.                                                                                  |                  |                                        |

| Sr. No. | Category                                                                                                                                           | Requirement                                                                                                                 | Compliance (Y/N) | Part of In-House Solution/ Third Party |
|---------|----------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------|------------------|----------------------------------------|
|         | group of capabilities or full orchestration of capabilities are also to be used by the Bank in various other existing / future journeys, processes |                                                                                                                             |                  |                                        |
| 36.     | Credit scoring model & underwriting                                                                                                                | Credit Scoring models for credit decisioning and recommendation using AI / ML capabilities                                  |                  |                                        |
| 37.     | Credit scoring model & underwriting                                                                                                                | Assessment of aggregated data (both structured & un-structured) available in the ecosystem to create risk assessment models |                  |                                        |
| 38.     | Credit scoring model & underwriting                                                                                                                | Configure risk scorecards and credit policies for the required product basis the bank's guidelines                          |                  |                                        |
| 39.     | Credit scoring model & underwriting                                                                                                                | Models to generate multi-dimensional customer profile and overall risk score                                                |                  |                                        |
| 40.     | Credit scoring model & underwriting                                                                                                                | Risk scoring and risk grading of the customer based on credit scoring model                                                 |                  |                                        |
| 41.     | Credit scoring model & underwriting                                                                                                                | Flexibility to configure and deploy multiple credit models                                                                  |                  |                                        |
| 42.     | Recommendation Engine                                                                                                                              | Real time decisioning (in-principal approval) for seamless customer experience                                              |                  |                                        |
| 43.     | De-Duplication                                                                                                                                     | Scan and show all linked relationships                                                                                      |                  |                                        |
| 44.     | De-Duplication                                                                                                                                     | Fuzzy logic, synonymous search, phonetic search, etc. to provide matches for well disguised records                         |                  |                                        |

| Sr. No. | Category                                               | Requirement                                                                                                                                                                                                  | Compliance (Y/N) | Part of In-House Solution/ Third Party |
|---------|--------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------|----------------------------------------|
| 45.     | De-Duplication                                         | Dedupe against internal data and negative list for all entities                                                                                                                                              |                  |                                        |
| 46.     | Document Management                                    | Upload, Store, Process and Auto-populate documents in the journey as identified by the bank across the lending journey                                                                                       |                  |                                        |
| 47.     | Document Management                                    | Document indexing, Document scanning using OCR or other capabilities                                                                                                                                         |                  |                                        |
| 48.     | Credit Assessment Memorandum (CAM)/ Preliminary Report | Generation of CAMs/Preliminary report based on assessment of loan application                                                                                                                                |                  |                                        |
| 49.     | Credit Assessment Memorandum (CAM)/ Preliminary Report | CAM including project snapshot, promoter/director details, financial details and analysis, credit history, assessed limit details, risk scoring, risk grading, GST and other details as required by the bank |                  |                                        |
| 50.     | Reporting & Dashboarding                               | Generate generic and custom reports                                                                                                                                                                          |                  |                                        |
| 51.     | Reporting & Dashboarding                               | Automated reports periodically based on pre-existing rules & configuration                                                                                                                                   |                  |                                        |
| 52.     | Reporting & Dashboarding                               | Ability to pull performance metrics of the system                                                                                                                                                            |                  |                                        |

### Integration Requirement

| Sl. No. | Category | Requirement                                   | Compliance (Y/N) | Part of In-House Solution/ Third Party |
|---------|----------|-----------------------------------------------|------------------|----------------------------------------|
| 1.      | Aadhaar  | Identity verification and demographic details |                  |                                        |

|     |                            |                                                                                                          |  |  |
|-----|----------------------------|----------------------------------------------------------------------------------------------------------|--|--|
| 2.  | PAN                        | Online verification of Personal and Business PAN                                                         |  |  |
| 3.  | Commercial Bureau          | Online verification of individual and SME Commercial credit score or credit score from similar entities. |  |  |
| 4.  | GSTIN                      | GST verification and data fetch                                                                          |  |  |
| 5.  | Utility Bill               | Integration and data fetch from utility bills like telecom, electricity, etc.                            |  |  |
| 6.  | Credit Bureau              | Integration with multiple credit bureaus and credit rating agencies for bureau score and reports         |  |  |
| 7.  | Bank Statement Analysis    | Bank account verification and statement analysis for multiple bank accounts, personal and business       |  |  |
| 8.  | ITR                        | ITR verification and data fetch for personal and business                                                |  |  |
| 9.  | MCA                        | Extract and analyse business details like registration, director, shareholding, etc.                     |  |  |
| 10. | POS and Payment Data       | Integration with POS and payment data to analyse financial & transactional data                          |  |  |
| 11. | VAHAN                      | Asset verification for personal and business                                                             |  |  |
| 12. | OCR & Document Compression | Fetch, save and auto populate data from multiple documents                                               |  |  |
| 13. | CERSAI                     | Verification and authentication of property data of the applicants                                       |  |  |
| 14. | EPFO                       | Authenticate and Auto-populate applicant details                                                         |  |  |
| 15. | Alternate Data Sources     | Environmental, economic, transactional data and other data from the ecosystem                            |  |  |

- (A) **Availability of Key Personnel:** The Bidder shall offer and make available all Key Personnel meeting the requirements specified in sub-clause (B) below.
- (B) **Conditions of Eligibility for Key Personnel:** Each of the Key Personnel must fulfil the following conditions of Eligibility:

| Key Personnel                                                         | Educational Qualification            | Length of Professional experience | Experience on eligible assignments |
|-----------------------------------------------------------------------|--------------------------------------|-----------------------------------|------------------------------------|
| Project Manager                                                       | B. Tech, with MBA/PMP/PSM/ CSM       | 10 Years                          | 4 years in Project Management      |
| Solution/ Technical Architect                                         | B. Tech with TOGAF (preferred)       | 10 Years                          | 5 Years                            |
| Business Analyst                                                      | B. Tech with MBA (preferred)         | 5 Years                           | 3 Years                            |
| UI/UX Design Team                                                     | B. Tech with relevant certifications | Minimum 2 years                   | 2 years (min.)                     |
| Development Team (as required for successful delivery of the project) | B. Tech with relevant certifications | Minimum 2 years                   | 2 years (min.)                     |
| Testing Team                                                          | B. Tech with relevant certifications | Minimum 2 years                   | 2 years (min.)                     |
| Maintenance Team (ops.)                                               | B. Tech with relevant certifications | Minimum 4 years                   | 4 years (min.)                     |

- (C) The Software Solution/ service requirements Team shall consist of the following key personnel (the “**Key Personnel**”) who shall discharge their respective responsibilities as specified below:

| Key Personal <sup>1</sup> | Responsibilities                                         |
|---------------------------|----------------------------------------------------------|
| Project Manager           | General Project Management                               |
| Solution Architect        | Define solution architecture and integration framework   |
| Business Analyst          | Define business requirement and perform required testing |

- (D) The proposed team shall be composed of experts and specialists (the “**Professional Personnel**”) in their respective areas of expertise and managerial/support staff (the “**Support Personnel**”) such that the FinTech should be able to complete the Software Solution/ service requirements within the specified time schedule. The Key Personnel shall be included in the proposed team of Professional Personnel. Other competent and experienced Professional Personnel in the relevant areas of expertise must be added as required for successful completion of this Software Solution/ service requirements. The CV of each such Professional Personnel, if any, should also be submitted.

*Key Personnel and their responsibilities may be added as per project-specific requirements.*

- (E) The Bank will examine the CVs of all other Professional Personnel and those not found suitable shall be replaced by the Applicant to the satisfaction of the Bank.

**Following details required for Bank reference:**

| Sr. No | Required Functionalities/ Features                        | Compliance (Yes/No) and Supporting Documents | Available as part of solution (Yes / No) | Will be Provided as Customization (Yes / No) | Will be provided as Third-Party Solution |
|--------|-----------------------------------------------------------|----------------------------------------------|------------------------------------------|----------------------------------------------|------------------------------------------|
| 1.     | Functioning of Software / Hardware / Network etc.         | Attached supporting Documents                |                                          |                                              |                                          |
| 2.     | Licensing details of Software Solution / Service/ Product | Attached supporting Document                 |                                          |                                              |                                          |
| 3.     | Third-Party Components                                    | Attached supporting Document                 |                                          |                                              |                                          |

The interested solution providers must respond against all these broad categories subject to the adherence of the other terms and conditions mentioned in this RFP. The Solution providers/ applicants must clearly specify the category/categories against which the proposal is furnished (in the RFP format), failing which the entries may not be entertained.

If the solution is not able to meet some of the parameters mentioned above directly, the solution providers must explicitly mention 3<sup>rd</sup> party solution if any used as part of proposed solution details and must be able to provide seamless integration to meet the parameters (though it is not preferred, it will be examined by the bank at its sole discretion, considering the individual weightage for each parameter subject to the adherence of the other terms and conditions mentioned in this RFP). For Bank, all 3<sup>rd</sup> party components used in solution bidder has to provide sufficient Number of licenses as per sizing and AMC support and upgrade and security observation need to be addressed by bidder.

The Bidder should describe how proposed solution will meet the required Critical and Mandatory functionalities and provide complete details thereof in the technical bid and mention reference to page no in last column.

Above mentioned Technical Functionalities to be confirmed by the Bidder and shared in detail with technical bid document. This need to be showcased with relevant Documents/ Presentation/ Flowcharts/process flow /Demo/POC/Site visit etc. as decided by the Bank.

**Details of Evaluation Parameters (Scoring Matrix):**

**Bidder would be technically evaluated based on the Technical Evaluation Scoring Matrix as given in the following table for White Label FinTech RFP:**

**A. Following table outlines the major areas of functional and technical evaluation with their respective scores and contributions.**

| <b>Summary</b>                                                                            |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  |              |
|-------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------|
| <b>Component</b>                                                                          | <b>Evaluation parameters</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     | <b>Score</b> |
| Digital Journey Implementation (end to end from application to recommendation) Experience | Based on extent and number of relevant implementation experience as captured in Scope of Work <ul style="list-style-type: none"> <li>• At least 5 implementations of Digital lending platform – 15</li> <li>• At least 4 implementations of Digital lending platform – 12</li> <li>• At least 3 implementations of Digital lending platform – 8</li> <li>• At least 2 implementations of Digital lending platform – 6</li> <li>• Below 2 (at least 1) implementations of Digital lending platform – 2</li> </ul> | 15           |
| Functional and technical compliance                                                       | Based on technical and functional specification compliance captured in <b>Appendix-C</b>                                                                                                                                                                                                                                                                                                                                                                                                                         | 20           |
| Capabilities for digital integration                                                      | Bidders need to demonstrate existing capabilities of the proposed platform to integrate with external platforms, through implemented use cases, as captured in <b>Appendix-C</b> .<br>Scoring: One mark for each integration use case                                                                                                                                                                                                                                                                            | 15           |
| Technical presentation                                                                    | Based on performance in the technical presentation <ul style="list-style-type: none"> <li>• Demonstration and POC – 20 marks</li> <li>• Performance in the technical presentation – 10 marks</li> </ul>                                                                                                                                                                                                                                                                                                          | 30           |
| Team                                                                                      | Based on credentials and experience of the team suggested for the project                                                                                                                                                                                                                                                                                                                                                                                                                                        | 10           |
| Customer References                                                                       | Based on conversations with customer reference provided in <b>Appendix-L</b>                                                                                                                                                                                                                                                                                                                                                                                                                                     | 10           |
| <b>Total</b>                                                                              |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  | <b>100</b>   |

### **Techno Commercial Evaluation:**

**The Criteria for Technical Evaluation and Commercial Evaluation will have weightage of 70:30.**

**Bidders scoring less than 60% marks in the Technical Evaluation will not be considered for the selection process, and their Commercial Bids will not be opened.**

**Commercial price bids, which are higher than 30% of the lowest commercial price bid, amongst technically qualified bidders, will not be considered for final evaluation of TC-1 Bidder.**

The proposal with the Highest Weighted Combined Score (quality and cost / **TC-1**) shall be selected.

In case of tie between two or more bidders for the Highest Total Combined Score, then the bidder with Highest Technical Score amongst such bidders shall be the successful bidder.

### **Illustration:**

- i) Bids will be evaluated as per Combined Quality-Cum-Cost Based System. The Technical Bids will be allotted weightage of 70% while Commercial Bids will be allotted weightage of 30%.
- ii) A combined score “Score (S)” will be arrived at after considering the Commercial quote and the marks obtained in Technical evaluation with relative weights of 30 % for Commercial bid and 70 % for Technical Bid according to the following formula:

$$\text{Combined Score of A} = 70 \times \frac{\text{Technical Bid Score of A}}{\text{Highest Technical Score}} + 30 \times \frac{\text{Lowest Commercial Bid}}{\text{Commercial Bid of A}}$$

The bidder obtaining the Highest Total Combined Score in evaluation of technical and commercial evaluation will be ranked TC-1 followed by proposal securing lesser marks as TC-2, TC-3 etc. Bidder securing Highest Combined Marks and ranked TC-1 shall be recommended for award of contract. Bank will follow the internal procedure for necessary approvals and thereafter proceed with notification of award of contract.

| Sr. No. | Bidder | Technical Evaluation Marks (t) | Commercial Bid (f) | Weighted Technical Score<br>= {(t) ÷ t highest} × 70 | Weighted Commercial Score<br>= (f lowest ÷ f) × 30   | Score “S”            |
|---------|--------|--------------------------------|--------------------|------------------------------------------------------|------------------------------------------------------|----------------------|
| 1       | A      | 90                             | 600                | (90 ÷ 90) × 70 = 70                                  | Not to be evaluated as the price ₹ 600 is not within | Not to be calculated |

|   |   |    |     |                               | 130% range of lowest price bid of Rs 300 |    |
|---|---|----|-----|-------------------------------|------------------------------------------|----|
| 2 | B | 85 | 390 | $(85 \div 90) \times 70 = 66$ | $(300/390) \times 30 = 23$               | 89 |
| 3 | C | 78 | 350 | $(78 \div 90) \times 70 = 61$ | $(300/350) \times 30 = 25$               | 86 |
| 4 | D | 70 | 300 | $(78 \div 90) \times 70 = 54$ | $(300/300) \times 30 = 30$               | 84 |

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

### **Final Evaluation:**

The commercials will be finalized among the shortlisted bidders who obtain 60% or more marks in technical evaluation. The Final bidder will be selected on the basis of **TC-1** as given above. The bidder securing highest combined marks (Technical Score + Commercial Score) and ranked TC-1 shall be recommended for award of contract.

### **Presentation Template for RFP of White label FinTech Solution**

| Sl. No. | Areas in Presentation                                                                                                                 | Details of areas |
|---------|---------------------------------------------------------------------------------------------------------------------------------------|------------------|
| 1.      | Background                                                                                                                            |                  |
| 2.      | Brief overview of implementation                                                                                                      |                  |
| 3.      | Solution Overview (Reference to requirements in RFP with Sub section heading will be desirable), Understanding of RFP, Scope of Work. |                  |
| 4.      | Implementation Approach                                                                                                               |                  |
| 5.      | Project Management, Planning, Resource Management and Execution Timelines                                                             |                  |
| 6.      | Business benefits realization & Value creation                                                                                        |                  |
| 7.      | Key Takeaways                                                                                                                         |                  |
| 8.      | Key Functionalities in proposed solution will be taken care to be covered as part of presentation                                     |                  |
| 9.      | Demonstration of existing solutions closest to require solution and value creation areas for customers                                |                  |
| 10.     | Executive summary                                                                                                                     |                  |
| 11.     | Appendices                                                                                                                            |                  |

**Other guidelines**

1. Duration of presentation should be 2 hours. Executive Summary should be kept at the end of the presentation for 15 Mins. Timelines of 2 hours should be strictly adhered to, hence no extension to presentation will be permitted.
2. Please maintain the order (Sr. No. 1 to 10) of presentation as given in presentation template in this document.
3. We suggest that the number of slides (~50) in the presentation should be concise, moderate, and relevant to the areas mentioned in above presentation template.
4. Maximum 6 participants will be allowed for presentation; it can be held at virtually also if Bank permit through Microsoft Team etc.

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

### Appendix-D: BIDDER DETAILS

Details of the Bidder:

| Sl. 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> |         |
| 9       | Details for EMD Refund (applicable only if EMD is directly credited in designated account): <ul style="list-style-type: none"> <li>a) Account No.</li> <li>b) Name of account holder</li> <li>c) Name of Bank</li> <li>d) IFSC Code</li> </ul>                             |         |

**Name & Signature of authorised signatory**

**Seal of Company**

## Appendix-E: Solution requirements and Payment Schedule

An illustrative list of requirements given below:

| Sl. No. | Requirements                                                              | Marginal comments for departments                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |
|---------|---------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| 1.      | Description of Services                                                   | <b>As detailed in Scope of Work and Terms of Reference</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  |
| 2.      | Description of Deliverables                                               |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             |
| 3.      | Term of the Project – Project Schedule; Milestones and delivery locations |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             |
| 4.      | Regulatory / Compliance Requirements                                      |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             |
| 5.      | Security Requirements                                                     |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             |
| 6.      | Training                                                                  |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             |
| 7.      | Payment schedule                                                          | As discussed in Terms of Reference ( <b>ToR</b> )<br><br>(There will be no advance payment.)                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |
| 8.      | Third party components                                                    | Bidder Should describe all third-party items and Materials to be included or provided as part of any Deliverables in “FinTech solution, Installation, Customization, Migration & Maintenance”. Bank will not take any responsibility for 3rd party components, Bidder has to separately mention number of licenses, cost, etc. and third-party tools used for proposed AMC support should be taken by bidder for FinTech project as per sizing requirement of project for entire contract duration. Its proof and license copy need to be submitted before payment release as per schedule. |
| 9.      | Warranty Term                                                             | Successful Bidder must provide necessary warranty for One Year from date of go live of FinTech solution                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     |
| 10.     | Annual Maintenance (AMC) Term                                             | Successful Bidder has to provide necessary Annual Maintenance (AMC) during entire Contract period after completion of one year of Warranty post Go live of platform in production.                                                                                                                                                                                                                                                                                                                                                                                                          |

## Terms of Reference (ToR)

Engagement of FinTech for White Label Solution for digital lending journeys on SBI Platforms

### **1. Background of procuring entity**

State Bank of India (SBI) is the largest Bank with a network of over 24000+ branches spread across India. The Bank also has presence in 39 countries across the globe with 199 offices. The Bank offers wide range of products and services to both Corporate and Retail Customers. The Bank also has one of the largest networks of more than 59,000 ATMs spread across geographical locations with a customer base of over 50 crores. Bank also provides services to its customers through alternate channels such as Internet Banking, ATM-cum-Debit Cards, Mobile Banking, Mobile Wallet, YONO, etc. Infrastructure and Integration managed in-house. To expand further reach, Bank is also forging ahead with cutting edge technologies and innovative new banking models.

### **2. Description of Assignment**

SBI is looking to engage the services of a FinTech to deploy software(s) for designing the seamless & automated loan application processing and recommendation engine for customers of SBI platforms.

State Bank of India (the bank) will carry out a coordinated exercise with the help of a finally selected bidder to implement the FinTech solution as per detailed RFP Scope.

### **3. Detailed Scope of Work and Timelines:**

#### **(a) Tasks, Activities, dependencies, bar chart and Gantt Chart, Milestones**

As given below in **Appendix-E-1** at the end of this TOR.

#### **(b) Place of Assignment and Touring Requirements if any**

Engagement of minimum 5 exclusive full-time resources stationed in person at the Project site for delivery of the Project, additional team members may be deployed at the bidder's location, in line with the Scope of work. At present the Project premises is situated at:

State Bank of India, Corporate Centre, Digital Transformation & e-Commerce Department, Strategy & Digital Banking, 2nd floor, Plot no. D/41-1, TTC Industrial Area, MIDC Turbhe, Navi Mumbai, PIN-400705. Phone: 022-27634015, 022-39545762.

The garage resources must be deployed on site of engagement. For any changes to the working situation in case of Covid-19 please refer to the point number 15.

However, the FinTech solution provider shall be required to engage/ work with any Department across SBI and required to be stationed on their premises. As such, the site of project can undergo a change during the period of engagement. The engagement may also include visits to other locations in India and abroad.

**(c) Length and Duration of assignments**

The FinTech will be engaged for a period of 3 years, with provision for further need-based extension at the Bank's discretion, at the same cost, terms and conditions and a supplementary SLA will be executed at material time.

**4. Team Composition and Qualification Requirements for the Key Experts (and any other requirements which will be used for evaluating the key experts under the Bid data sheet)**

Broadly, a team of FinTech solution provider with 5 + quality resources, exclusively identified for the Project work (onsite) to be on-boarded. The FinTech should provide a detailed Resource Engagement Plan along with the Project Plan to showcase resource utilization. This may change depending on the requirement. Team of FinTech should comprise a suitable mix of senior and junior resources broadly classified in the technical eligibility criteria in **Appendix-C**.

- i. All costs quoted should be inclusive of all expenses (except otherwise agreed by the Bank) excluding taxes. TDS will be deducted by the Bank as applicable.
- ii. All costs should be in absolute value in Indian Rupees. Cost should not be expressed in relative terms or in percentages.
- iii. The Cost of engagement of per resource will be discovered through RFP process.
- iv. FinTech will share the resume of identified resources to be engaged in Project work, for perusal of procuring department at least fifteen days before the date of scheduled engagement. Bank reserves its right to interview the proposed manpower resources to be provided and the resources will be on-boarded only after obtaining the consent of user department.
- v. Change/Transfer/Replacement of the resources during the Project should be strictly avoided and will only be considered after obtaining necessary consent from the user department. In the event of replacement/change/ transfer of resources, suitable buffer time to be provided for knowledge transfer between incoming and outgoing resources.
- vi. In case Bank finds that the performance of any manpower resource provided is not at the desired level, the FinTech shall replace that particular resource immediately in a maximum period of 1 month.
- vii. FinTech team is required to work on Bank's working days and holidays shall be as applicable to Bank's team. If any resource has worked for a partial period in a month, and no replacement has been provided, rate will be paid on a pro rata basis.

## 5. Capacity Building, Training and Transfer of Knowledge, if any

Bidder to train Bank IT and Business staff, as per business requirement and for product related new changes Monthly/annually. Training needs to be conducted using Help guides, user manuals, Video Guides, Blogs, Webinars, Infographics, Case Studies, Whitepapers, On-Site Training.

Training on Third Party tools used and reports creation, etc. and if no hidden cost to be charged separately if any it need to be disclosed for training of staff as part of Total Cost of Ownership (TCO).

Training could be both physical and virtual training or both. Bank IT and Business team of proposed project need to be trained at time of roll out of solution as per proposed product with complete training followed by certification if available with no cost.

## 6. Deliverables, Reporting Requirements and Time Schedule for Deliverables [If no reports are to be submitted, state here - Not applicable]

### (a) Format, frequency, and contents of reports; dates of submission

Progress to be monitored on daily basis through garages with detailed fortnightly presentation to the leadership as discussed below. All reports (Inception, Progress, Interim & Final reports) are required to be submitted with in time frame given below:

|                         |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   |
|-------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>Inception Report</b> | To be submitted within one month from the date of onboarding, the Inception Report to draw attention to any major inconsistency in the ToR, staffing problems, or deficiency in Bank's assistance which need to be addressed for accomplishment of targets.                                                                                                                                                                                                                                                                                                                                                       |
| <b>Progress Reports</b> | Fortnightly Progress Reports to keep the Department regularly informed about the progress of the assignment. It may also provide warnings of anticipated problems as also means of setting out the work program for the following fortnight.                                                                                                                                                                                                                                                                                                                                                                      |
| <b>Interim Reports</b>  | Detailed report after the completion of a phase comparing the actuals against the expected Deliverables agreed upon in SLA to be submitted within two weeks. Interim reports to bring out the learnings from the preliminary results and discuss alternative solutions and major decisions for subsequent phases that may require modification. The report to be submitted within 15 (Fifteen) days of completion of phase for review and approval of the Bank. The interim reports may also be provided as and when required in case an incident needs to be brought up for the notice of the project committee. |
| <b>Final Report</b>     | Accomplishment and Impact analysis to be covered in the Final Report after completion of the Project.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             |

|                      |                                                                                                                                            |
|----------------------|--------------------------------------------------------------------------------------------------------------------------------------------|
| <b>Other Reports</b> | Any other report which may be required to be submitted before the regulatory, Government and/or any other authorities and Bank Management. |
|----------------------|--------------------------------------------------------------------------------------------------------------------------------------------|

**(b) Number of copies and requirements for electronic submission (or on computer media):**

Minimum two copies. Procuring department may request for more number of copies, as required at material time.

**(c) Persons (indicate names, titles, submission address) to receive them:**

DGM (Online Marketplace and B2B) and other officials notified by the Bank subsequently.

**7. Facilities such as local conveyance, office space, office machines, secretarial assistance, utilities, local services, etc., which would be provided to the FinTech by the Procuring Entity (Specifically mention, what facility/utilities would not be provided and also, charges if any for facilities offered)**

- a) In house office space along with required office equipment will be provided for working of FinTech's team from the Project Site without charge.
- b) FinTech must make arrangements for their local conveyance, local stay & boarding, outstation journeys and stay& boarding arrangements and other utilities.
- c) FinTech will be provided with the means to connect to bank IT infrastructure for configuring integrations between platform and banking environment.

**8. Institutional and organizational arrangement and governance**

**(a) Counterpart Project Manager and Team:**

From the Bank's side, the Project will be led by DGM (Online Marketplace and B2B) under Digital Transformation & e-Commerce department (DT & e-Comm.), or any other official/PMO as notified by the Bank subsequently.

**(b) Management Committee:**

The Committee will comprise of Project Leader from the FinTech, DGM (B2B Marketplace), GM (e-Commerce & Digital Initiative) and CGM (DT & e-Comm.). Senior most AGM in the Business team will be the secretary of the Committee. Review of the progress of FinTech's work will be conducted fortnightly and will be submitted for information and further Guidance to vertical head at present DMD (Strategy & Chief Digital Officer).

**(c) Present Chain of Command for reporting (may be changed subsequently at the discretion of the Bank)**

DGM (B2B Marketplace),  
 GM (e-Commerce & Digital Initiative)  
 DMD (Strategy & Chief Digital Officer)  
 Governing Council, Steering Committee, Weekly Coordination Committee, etc.  
 (will be notified by the Bank subsequently)

**(d) Operationalization framework for the project**

- i. The project will be governed by the principles of Agile Framework. The project will be executed in a huddle setup with daily garages to design the journeys, discuss the best practices and manage the overall implementation backlog.
- ii. There will be regular reviews of the project progress as per the details below:

| Daily huddle                | Garage Team  |
|-----------------------------|--------------|
| Weekly review               | L1 committee |
| Fortnightly showcases       | L2 committee |
| Monthly review              | L3 committee |
| Quarterly/Phase wise review | L4 committee |

The members of the committees will be decided by the Bank in conjunction with the FinTech.

**9. Procedure for review of the work of FinTech after award of contract:**

Progress of the project work will be monitored by the user department. FinTech Solution Provider will be responsible for foreseeing and timely reporting of roadblocks, if any. Comprehensive reporting of status of Project along with agreed upon deliverables on monthly basis will be made to Governing Council/Steering Committee involving top leadership of the Bank.

**10. Technical Help Desk/Service Desk Requirements**

- a) 24×7×365 days per year, dedicated online support facility for technical production down related issues or urgency DR movement case.
- b) Managed services to take care of the support required at any stage of the project.
- c) The expected time of resolution should be as per details given in RFP.
- d) The expected time of resolution should be as per details given in RFP.

- e) Escalation process should be in place for unresolved issues including assigned developer in product company for issues and development.
- f) Bidder support staff should be well trained to effectively handle queries raised by the Bank customer / employees etc.
- g) Bidder should have ability to generate MIS reports periodically for example: Volume of calls / per day, resolution 99% per day etc. End of day daily time sheet to be filled and shared with Bank staff with closure status of Service desk request and other project activities.
- h) Considering expected number of call request -per day, the Technical service desk should be manned with 3 to 4 persons as per requirement of project dedicated to work for the Bank in all working day including working Saturday of Bank as per required shift timing etc. if required. Classification of LEVEL 3, LEVEL 2, LEVEL 1 and Management escalation as follows:
  - i. LEVEL 1- Bank Business IT team will attend General issues.
  - ii. LEVEL 2- Bank Business IT Team/helpdesk Hub will escalate issues to support team of bidder.
  - iii. LEVEL 3- Project IT support team of bidder escalate to their offsite team (at their office) the issues which require product level bug fix etc.

## 11. Project Management

The Bidder should clearly define project life cycle and milestones and bidder need to include as below but not limited to:

- i. White label FinTech Solution scope study and Preparation of FSD and Project Proposal in Bank format
- ii. Functional and Technical Requirements Specifications
- iii. Requirement Analysis & Requirement Traceability Matrix
- iv. Functional Design Specifications
- v. Design Technical Architecture/ Specifications
- vi. Project Plan along with list of deliverables
- vii. Master Test Plan including SIT & UAT (Functional & Regression)
- viii. Risk Management & Dependencies
- ix. Necessary Documentation on all the stages in Bank Project management practice formats

## 12. Phase-wise Milestones with schedules:

The overall project will span across multiple phases, as described under.

| Phase                           | Deliverables                                                                                                                                                                                                                                                                                                                                                                                      |
|---------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>Phase 1<br/>(3 Months)</b>   | <ul style="list-style-type: none"> <li>• Setup of the core platform with integrated lending journeys for at least two products as required by the bank.</li> <li>• UI/UX design, system integration, and overall solution implementation.</li> <li>• Testing, and launch.</li> </ul>                                                                                                              |
| <b>Phase 2<br/>(3 Months)</b>   | <ul style="list-style-type: none"> <li>• End to end Digitisation of at last three additional Lending Journeys till recommendation stage.<br/>(Thus, making total available lending Journeys in the platform to five.)</li> <li>• To facilitate the stitching / integration of any particular service with other related existing/to be user journeys of any Business Unit of the Bank.</li> </ul> |
| <b>Subsequent future phases</b> | <ul style="list-style-type: none"> <li>• Rollout of additional lending journeys as required by the bank</li> <li>• UI/UX design and implementation of the prioritized journeys</li> <li>• Testing, and launch.</li> </ul>                                                                                                                                                                         |

### Phase I indicative milestones

| Milestone                                                                                                                  | Timeline                              |
|----------------------------------------------------------------------------------------------------------------------------|---------------------------------------|
| Kick-off                                                                                                                   | T                                     |
| Requirement finalization for the Phase I journeys required by the bank                                                     | T + 15 days                           |
| Development of UI/UX and Customer Journeys and sign off by bank for identified lending journeys                            | T + 30 days                           |
| Development, installation, configuration, hosting testing of solution and sign off by bank for identified lending journeys | T + 45 days                           |
| UAT completion and sign off by bank for identified lending journeys                                                        | T + 60 days                           |
| Go-live & sign off for identified lending journeys                                                                         | T + 90 days                           |
| On-site support & maintenance post Go Live                                                                                 | <b>On and post successful Go-Live</b> |

## 13. Activities required to be performed:

| Sl. No. | Activities required to be performed during FinTech Solution implementation |
|---------|----------------------------------------------------------------------------|
| 1.      | Purchase Order (PO) issuance                                               |
| 2.      | Business Requirement discussion on services as per RFP for FinTech         |
| 3.      | Project Kick Off meeting                                                   |
| 4.      | BRD Finalization and Receipt of URF from BU                                |

|     |                                                                                                                                                 |
|-----|-------------------------------------------------------------------------------------------------------------------------------------------------|
| 5.  | FinTech proposed solution Document preparation                                                                                                  |
| 6.  | Inputs from UI/UX team for solution branding                                                                                                    |
| 7.  | In-principal E&TA approval on proposed FinTech solution with Bank team help                                                                     |
| 8.  | In-principal ISD approval on proposed FinTech Solution with Bank team help                                                                      |
| 9.  | Development Infrastructure setup in UAT and pre-prod Cloud setup                                                                                |
| 10. | Middleware and Databases related configuration and setup in the cloud                                                                           |
| 11. | Delivery on Bank's UAT environment                                                                                                              |
| 12. | Development for integration with all Interfaces in UAT                                                                                          |
| 13. | Development of Customization interfaces encryption of APIs                                                                                      |
| 14. | SIT testing by IT Team, Business Team, UI/UX Team                                                                                               |
| 15. | Preparation of Test cases                                                                                                                       |
| 16. | Preparation of Technical Document & User Manuals                                                                                                |
| 17. | Implementation of necessary firewall rules for SIT/UAT/Pre-Prod                                                                                 |
| 18. | SIT of product and interfaces development as per RFP                                                                                            |
| 19. | FinTech Solution, Bharatcraft, YONO and INB integration as per RFP                                                                              |
| 20. | FinTech solution responsive Client portal/Mobile app view Access through YONO platform across all devices                                       |
| 21. | All other interfaces integration as per RFP scope                                                                                               |
| 22. | Generation of reports for testing, Development for client Feedback, secure OTP, risk-based workflow, ARN transfer and SMS and email integration |
| 23. | UAT of product and interfaces                                                                                                                   |
| 24. | Fixing of defects detected in UAT, by UAT Dept./Stakeholders                                                                                    |
| 25. | ISD Review, Source code review and preparation of Process Documents                                                                             |
| 26. | Fixing of vulnerability issues & SCD etc.                                                                                                       |
| 27. | Receipt of Sign off testing from BU in UAT                                                                                                      |
| 28. | Receipt of Bank UAT Dept. Exit Report                                                                                                           |
| 29. | Deployment on pre-production setup                                                                                                              |
| 30. | Fixing of bugs detected in preproduction                                                                                                        |
| 31. | Performance testing as per proposed sizing on pre-production and test result as per benchmarking                                                |
| 32. | All Data and reports etc. migration from old systems to new system by bidder                                                                    |

|     |                                                                                             |
|-----|---------------------------------------------------------------------------------------------|
| 33. | CUG Testing                                                                                 |
| 34. | Production infra related configuration setup and FinTech Solution deployment                |
| 35. | ISD confirmatory review                                                                     |
| 36. | ISD exit report receipt                                                                     |
| 37. | ISD Testing / Code review report observation to be closed                                   |
| 38. | Change control committee review meeting for production changes                              |
| 39. | Production - Application commissioning and Database deployment                              |
| 40. | Production go-live including all module of operation and support to Central Operation Team  |
| 41. | Postproduction Review                                                                       |
| 42. | Installation and commissioning of Infrastructure and solution setup in DR                   |
| 43. | Application related configuration for DR setup with High availability at application and DB |
| 44. | DR- Active setup, Go live of FinTech Solution and SLA execution                             |

#### 14. Commercial structure, Payment Terms & Conditions and Penalties:

##### i. Project engagement structure:

- a) **Engagement:** 3 years
- b) **From 1<sup>st</sup> to 3<sup>rd</sup> Year:** all support & maintenance is from vendor.
- c) **During 3<sup>rd</sup> Year:** new proposal will be put up (if required)
- d) The FinTech should prepare for knowledge transfer beginning of 3<sup>rd</sup> year to SBI team or any team identified by the bank.
- e) Bank may choose to extend the engagement term beyond 3 years at mutually agreed terms and conditions.

##### ii. Commercial structure:

###### Development cycle (1 year):

| Phase   | Duration | Key Activities                                                                                                                                                        | Payment method |
|---------|----------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------|
| Phase 1 | 3 months | Setting up the Core platform and configuring all features and capabilities of the platform along with at least two lending Journeys/products as required by the Bank. | Milestones     |

|                 |          |                                                                                                                                                                                                                                                                                                                                      |            |
|-----------------|----------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------|
| <b>Phase 2</b>  | 3 months | End to end Digitisation of at last three additional Lending Journeys till recommendation stage.<br>(Thus, making total available lending Journeys in the platform to five.)<br>To facilitate the stitching / integration of any particular service with other related existing/to be user journeys of any Business Unit of the Bank. | Milestones |
| <b>Warranty</b> | 6 Months | Software warranty support.<br>To facilitate the stitching / integration of any service with other related existing/to be user journeys of any Business Unit of the Bank.                                                                                                                                                             | Milestones |

iii. **Payment Schedule for the Implementation**

| Stage                                                                         | Payment Structure                                                                                                                 |                                                                                                                                                                                                                                                                                                                                                                                                             | Month     |
|-------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------|
| PO Issued                                                                     | 5%                                                                                                                                | To be paid after completion of the milestone and acceptance thereof by the Bank.                                                                                                                                                                                                                                                                                                                            | 0         |
| Requirement gathering, BRD documentation, UI/UX Journeys and sign-off by bank | 10%                                                                                                                               |                                                                                                                                                                                                                                                                                                                                                                                                             | 1 Month   |
| Phase 1 Launch and Roll Out                                                   | 15%                                                                                                                               |                                                                                                                                                                                                                                                                                                                                                                                                             | 3 Month   |
| Phase 2 Launch and Roll Out                                                   | 20%                                                                                                                               |                                                                                                                                                                                                                                                                                                                                                                                                             | 6 Month   |
| Completion of 6 Months warranty post implementation and Roll Out              | 30%                                                                                                                               |                                                                                                                                                                                                                                                                                                                                                                                                             | 12 Month  |
| During Year-2 & 3                                                             | 20%<br><br>(10% per annum after the completion of respective year, i.e. in the 24 <sup>th</sup> month and 36 <sup>th</sup> Month) | This <b>20%</b> outstanding will be paid only after implementation, roll out and satisfactory performance of the deliverables committed during the first 12 months.<br><br>This <b>20%</b> in lumpsum may be paid by the end of Year-1, i.e. on the completion of 12 <sup>th</sup> Month, in case the onboarded service provider provides performance guarantee of an equivalent amount, in the form of BG. | Year 2- 3 |
| <b>Total Fixed Cost</b>                                                       | <b>100%</b>                                                                                                                       |                                                                                                                                                                                                                                                                                                                                                                                                             |           |

**iv. AMC Charges Payment Schedule during the Year 2 & 3**

25% of the annual AMC Charges will be paid quarterly at the end of every quarter, beginning from the completion of first quarter after first year i.e. on completion of 15<sup>th</sup> Month.

**v. Other payment considerations**

- a) Payment will be made on closure of the milestone during Implementation phase and quarterly during AMC phase.
- b) The payment will be done phase wise, and the Bank shall provide sign off for each stage of payment of fees after satisfying with the completion of deliverables in each phase.
- c) Payment to the FinTech will be made subject to satisfaction of the Bank regarding the above milestones/deliverables based on the defined scope, after deducting tax deductible at source as per applicable laws of land.
- d) The variable charges, if any, like manpower required to improve OCR results and make it ready for using in any journey, charges to be paid to any service provider like CIBIL, Account Aggregator (if imposed in future), UIDAI etc. will be paid **on actual basis**. The vendor has to mention such cost/rate per function, if applicable, in the RFP cost item.
- e) No special pay, allowance or freight expenses will be paid by the Bank except fees to the FinTech. The FinTech shall bear all the expenses.
- f) No additional expenses, whatsoever, would be paid over and above that prescribed above (except otherwise agreed by the Bank). The bills will be submitted to the Bank and payment thereof shall be made directly to the corporate account of the FinTech.
- g) All expenses, stamp duty and other charges / expenses in connection with execution of this Agreement shall be borne by FinTech alone.
- h) Payments of Invoices:
  - i. The Bank will pay properly submitted valid invoices after deducting required taxes and penalty (if any) within reasonable period but not exceeding 30 (Thirty) days after its receipt thereof. All payments shall be made in Indian Rupees.
  - ii. The Bank may withhold payment of any charges that it disputes in good faith and may set-off against penalty amount and any other amount which the FinTech owes to the Bank against charges payable to the FinTech under this Agreement.
  - iii. In case of delay in respect of timelines for designing, roll-out and implementation mentioned in this document, the Steering Committee shall decide whether or not the delay is attributable to the FinTech. In case, the Steering Committee determines that the delay is not attributable to the FinTech, the Bank shall release the payment.

- i) A **Performance Bank Guarantee (BG)** for a sum equal to 10% of the engagement cost is required to be submitted by the FinTech to protect the interest of the Bank against the risk of non-performance by FinTech. In case the FinTech fails to complete the project successfully, it may warrant the invoking of BG. Also, if any act of the FinTech results in imposition of Liquidated Damages, then the Bank reserves the right to invoke the submitted BG.

The performance Bank Guarantee shall be liable to be invoked on account of:

- i. Delay in performing the obligations,
  - ii. Quality of deliverables being not up to the satisfaction of the Bank,
  - iii. Violation of the terms and conditions of the assignment of contract,
  - iv. Sharing of information with outside parties, or
  - v. Failure to submit renewed performance BANK Guarantee during the continuation of the Agreement, if so required.
- j) **Penalties:** The FinTech shall be liable to pay penalty at the applicable rate (as briefed below) in respect of any delay beyond the permitted period in providing the Services:
- i. The FinTech shall be liable to pay penalty of 1% (one percent) of total project cost for delay of one month or part thereof each time, subject to maximum of 10% (ten percent) of the total project cost.
  - ii. The FinTech shall be liable to pay performance penalty according to the below table:

| Sl. No | Description                                                | Bank's requirement                                                                                                                             | Penalty                                                                                                           |
|--------|------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------|
| 1.     | Uptime/Availability of the Solution                        | As defined in the SoW                                                                                                                          | 0.25% of the 1-year AMC cost excluding ATS cost for each instance of delay of 1 hour to 12 hours or part thereof. |
| 2.     | Response Time requirement                                  | As defined in the SoW                                                                                                                          | 0.25% of the 1-year AMC cost excluding ATS cost for each instance of delay of 1 hour to 12 hours or part thereof. |
| 3.     | The FinTech should resolve any major issue within 12 hours | The issue is classified as a major if it affects the normal functioning of one or more components of the Solution or affects the response time | 0.25% of the 1-year AMC cost excluding ATS cost for each instance of delay of 1 hour to 12 hours or part thereof. |

|    |                                                                                                                                                    |                                                                                            |                                                                                                                   |
|----|----------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------|
| 4. | The FinTech resolves any minor issue within 2 days                                                                                                 | The issue is classified as a minor if it does not have any impact on the operational level | 0.1% of the 1-year AMC cost excluding ATS cost for each instance of delay of 1 hour to 12 hours or part thereof.  |
| 5. | Delay in maintenance activities affecting the operation of the system                                                                              | The FinTech should carry out all the maintenance activities in consultation with the bank  | 0.25% of the 1-year AMC cost excluding ATS cost for each instance of delay of 1 hour to 12 hours or part thereof. |
| 6. | Failure of the FinTech to render the Transition Services or in the event of termination of agreement or expiry of term as defined in the Agreement | The FinTech should carry out applicable Transition services in consultation with the bank. | 10% of the AMC cost                                                                                               |

- iii. On reaching the maximum of penalties specified, the Bank reserves the right to terminate the contract.
- iv. Above penalties would be applicable after the Phase 1 launch till the end of AMC.
- v. No penalty shall be levied in case of delay(s) in deliverables or performance of the contract for the reasons not attributable to the FinTech.
- vi. Any delay beyond 12 hours to be considered as another instance of delay.

## 15. Training

- a) The Bidder should provide online tutorials, video and E-Learning lessons. If required in person training should be arranged.
- b) The Bidder should arrange for periodical training sessions for management and maintenance of FinTech Solution and service desk team issue resolution and in case of replacement of project resource.
- c) Bank officials have to be trained on Operation, various user menus of FinTech Solution, reporting tool and reports etc. For proposed FinTech Solution related periodic training as per business requirement during entire contract period of project and, up to date user manuals have to be provided for product.
- d) At the time of Go Live and for every Change request, all user manuals along with training need to be provided.
- e) IT Team of SBI need to be trained on product and certification exam of FinTech Solution also need to be arranged.
- f) All training mandated by the bank to be covered by the FinTech for no additional cost.

**16. Broad Roles and Responsibility of bidder resources:**

- a) Developer Roles at onsite deputed at SBI: Developer should have knowledge and certification on language in which FinTech Solution is developed. After Go-live of FinTech Solution in production as per RFP scope changes requests raised by Business /IT, should be done by on site developer quickly with approval of FinTech Solution team and as per their product change control committee approval. On site developer will test customizations and new changes across SBI FinTech Solution setup landscape developed by them and it should be ensured that such changes do not have any impact on other functionalities of FinTech Solution. FinTech L3 team project manager from vendor office to review and confirm all changes and development work done by on-site Developer. It will be the sole responsibility of the vendor; in case any adverse impact or issue occur in the system after implementation of such change request or its malfunctioning. New business reports etc. need to be developed by on site developer. After Go live of FinTech Solution (as per RFP Scope) pending requirement if any will be handled by vendor product staff. On site developer will take care of Bank's new/additional requirement.
- b) Project Manager and Business Analyst (Techno Functional lead) Role for Bank requirement
- c) Overall, in charge of project from vendor side for smoothly provide deliverable of project on time and coordinate with product team and Bank.
- d) Service Desk/Help Desk broad Role Requirements:
  - i. 24x7x365 days per year, dedicated support facility for any technical issues.
  - ii. The team may be required to attend certain shifts on holidays/ off days/ late evening hours, as and when required.
  - iii. Escalation process should be defined and in place for unresolved issues with Bidder product team for higher end support and resolution as per type of issue and as per issue resolution matrix time slot mentioned in RFP.
  - iv. Bidder support staff should be well trained to effectively handle queries raised by the Bank customers/ employees, etc.
  - v. The SLA/ Penalty for monitoring onsite support team is mentioned in RFP.
  - vi. Task list of resources for Product Support:
    - a. Download and maintain a Central Repository of all the FinTech Solution toolset installable, its latest patches, upgrades, fixes and dependencies etc. resolving the security finding and recommendations as decided by the Bank.
    - b. Create, implement, setup, maintain and upgrade/ update the FinTech Solution as well as the associated toolsets identified by the Bank at PR, DR as well as SIT, UAT and pre- prod locations as decided by the Bank. Wherever applicable, recommend and refine the infrastructure sizing.

- c. Provide technical support from experts backed by product team to provide defect level support services to resolve service desk issues, address product compatibility and interoperability concerns.
  - d. The platform should be able to define various types of roles to be assigned to end users to enable role-based access.
  - e. Create and regularly update relevant documentation, such as detailed procedural document about the processes, structure, access mechanism and deployment of change request etc. as per bank CCC.
  - f. Set-up approval-based code deployment as per the process/ workflow defined by the Bank.
  - g. Work with Project Management team, User Acceptance team and Information Security team to implement new changes.
  - h. Assists in the feasibility study & impact analysis to setup for new requirement.
  - i. Preventive maintenance: the BIDDER shall arrange to conduct Preventive Maintenance.
  - j. Any other task(s) associated/ related with the FinTech solution and not listed above.
- vii. Tentative Tasks list of onsite resources for Operational Support:
- a. Install, configure, and maintain all tools including FinTech solution in Physical or Virtual environment, as decided by the Bank.
  - b. Apply patches, new releases, upgraded, fixes to end to end FinTech solution and its interfaces as well as tools in consultation with the Bank. Provide support to older versions in case the Bank chooses not to upgrade to latest version.
  - c. Provide support on various issues like performance bottlenecks, health check-up, resolution of any complex operational or performance or security issue, migration from an existing Closed Source Technology/ Commercial/ Proprietary/ other legacy software to FinTech solution.
  - d. Administration, management and monitoring of the FinTech solution.
  - e. Responsible to resolve security concerns, vulnerabilities, VAPT, maintenance of security policy in systems (SCD configuration), FinTech solution setup hardening from time to time, in consultation with the Bank.
  - f. Guide the application teams to deploy their application & related infrastructure configuration to development, SIT, UAT, staging, pre-production & production environments/DR, as applicable by using Bank's ticketing tool.
  - g. Guide and assist in on-demand request from projects for any expert troubleshooting of FinTech solution Project functionality.

- h. Should be able to provide hands-on sessions to each application department – immediately after the on-boarding on the platform for interface and Reconciliation etc.
  - i. Any other task(s) associated/ related with the platform/ FinTech solution / services and not listed above.
  - j. SBI IT/Business team will supervise and coordinate for necessary approval and meeting etc. rest end to end delivery of FinTech solution as well as support for 3-year contract has to be taken care by bidder respective Team as per RFP scope.
  - k. Support and work with the respective teams/ application owners to onboard their applications, onto the FinTech solution platform, for legacy as well as new-age applications or services by using Bank’s ITSM ticketing tool.
- viii. **Note:**
- a. The onsite team, in each shift, should be able to maintain and support the entire centralized platform as well as all the tools/interfaces associated. This shall be applicable after the completion of go live as per RFP.
  - b. Bank reserves the right to interview all of the professionals to be deployed in the project and reject if not found suitable for the project. At a later stage also if any of the professional found unsuitable or incapable or violates any of the bank guidelines Bank may ask to remove/ replace all such professionals on a short notice.
  - c. All other roles will be as per project requirement to meet day to day new requirement and to meet deliverables.

## 17. Terms & Conditions in an Environment like COVID 19:

Contractual obligations of the Bank and FinTech shall be measured against the deliverables as agreed upon in SLA. The FinTech is required to set up PMO on the site as detailed in the Scope of Work and onsite services are to be provided by the FinTech's resources.

In the times of emergency situations like current situation of COVID 19, the FinTech shall obtain prior permission in writing from the Bank for working from home or working remotely. All such requests should contain the exact number of resources for whom work from home is being requested and a concrete commitment & plan that support services will continue as usual without hampering the delivery time lines. The Bank holds the right to consider such requests on case-to-case basis, in light of the Terms and Conditions of SLA. If the same cannot be considered, reasons shall be provided by the Bank on case to case basis for denial of such request.

In case due to Force Majeure partner’s resources neither attended office nor allowed to perform work remotely, contractual obligations for performance of work including payment by the Bank would be suspended for the time being till Force Majeure situation continues.

## Appendix-E-1: DETAILED SCOPE OF WORK

### 1. Background

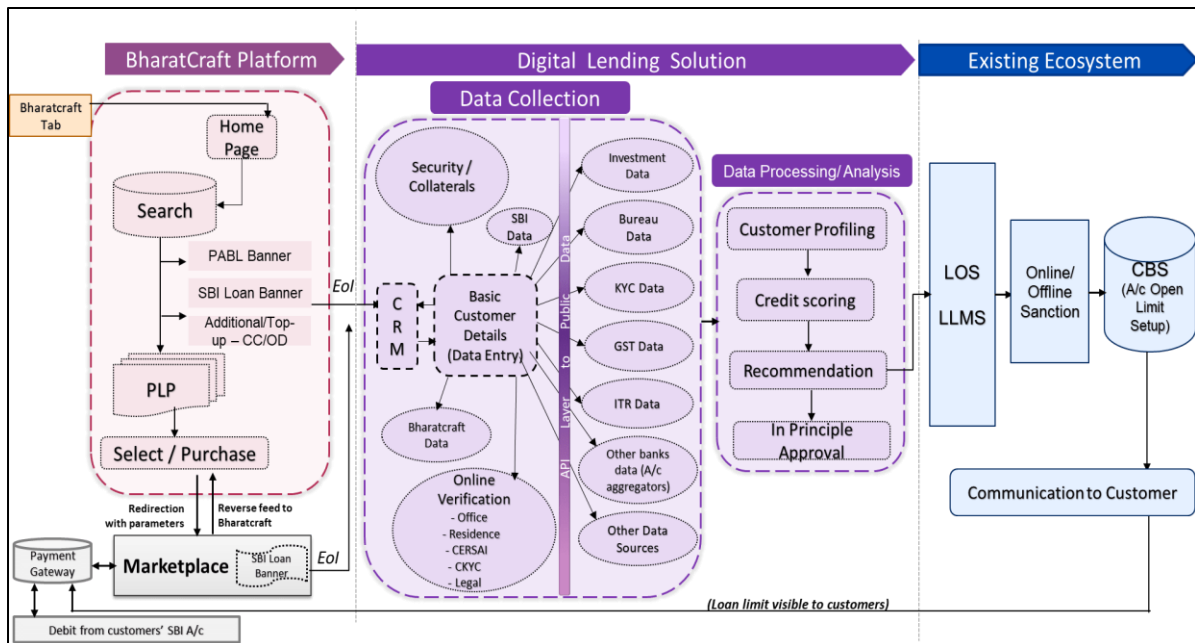
Digital ecosystem in our country has continued to grow rapidly, driven by the policy initiatives of the Government of India & RBI. The pandemic has led to the acceleration of digitization across all levels and a meaningful support to the Micro, Small, and Medium Enterprises (MSME) by way of adopting digital infrastructure has become the need of the hour.

SBI is looking to engage the services of a FinTech to deploy software(s) for designing the seamless & automated loan application processing and recommendation engine for customers of SBI platforms, including the proposed B2B e-Commerce Marketplace “Bharatcraft, which will be an omnichannel platform integrated with multiple leading B2B marketplaces in the country.

The scope is to onboard a FinTech to provide a white label solution with capabilities and installation in SBI’s own environment (100% on premise).

The lending journeys will not be restricted to Bharatcraft and can be integrated to other SBI platforms as and when required by the bank. However, Bharatcraft integration is given only to give bidder an overview/idea of lending journeys.

### 2. Proposed High Level Architecture



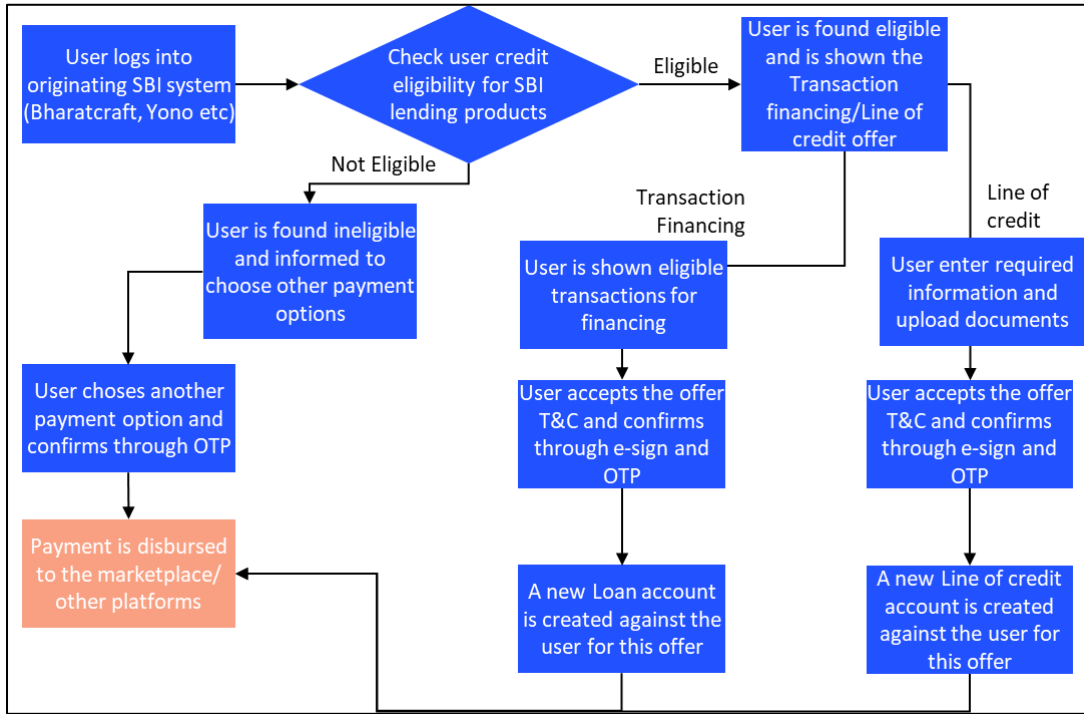
\*This is only an indicative high-level architecture. FinTech to propose a detailed architecture as part of the proposed solution.

### 3. Functional Requirements

#### I. Lending Journey

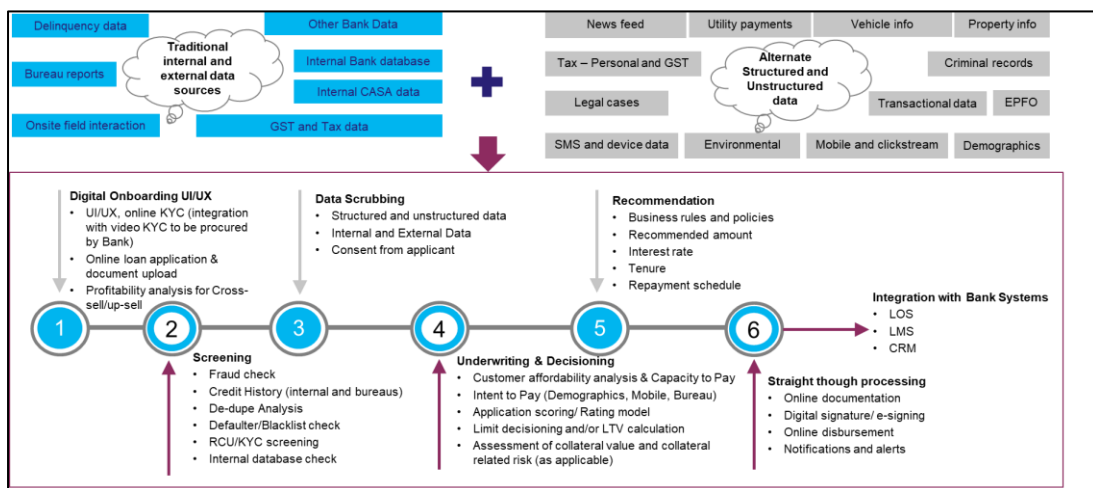
- i. Required to integrate the financial journeys into the Bharatcraft platform or origination from any other platform available with SBI.
- ii. Required to develop the reverse feed integration of financial journeys with the banking system to create a seamless financial data flow between Bharatcraft, SBI internal systems or any other system available with SBI.
- iii. The lending journey will originate from the Bharatcraft platform or any other system available with SBI and will integrate back to the Bank's internal system post in-principle approval.
- iv. Any of the Fintech platform Capabilities or a group of capabilities or full orchestration of capabilities are also to be used by the Bank in various other existing / future journeys, processes.
- v. There will be multiple lending journeys on the platform for multiple lending product, some of them are listed below. However, there could be more journeys that FinTech will have to integrate depending on bank requirements. At least 5 (five) loan journeys up-to recommendation stage (to begin with) will be in scope. Future journeys will be developed on T&M cost basis for which the vendor will share quotes for various types of resources.
  - a. Transaction based Financing
    - i. Option to avail financing against actual transaction on Bharatcraft or any other platform available with SBI.
    - ii. Data extraction from bank's existing systems and Bharatcraft platform or any other source available with SBI.
    - iii. Data scrubbing from external sources.
    - iv. Business rule engine to ascertain creditworthiness.
    - v. Provision for SBI to create multiple roles and respective workflows for assisted journeys.
    - vi. Generate offer for customers and redirect to complete lending journey.
  - b. Line of credit - CC/OD and others lending products.
    - i. Loan application journey for customer to enter information, upload required documents and any other details required to complete the loan application.
    - ii. Data extraction from bank's existing systems and Bharatcraft platform or any other source available with SBI.
    - iii. Data scrubbing from external sources
    - iv. Rule engine to calculate loan eligibility.
    - v. Provision for SBI to create multiple roles and respective workflows for assisted journeys.
    - vi. Generate offer for customers and redirect to complete lending journey.

- vi. Configure admin access needed for management of exceptions, deviations and other such requirements.
- vii. Seamless straight through process journey or assisted workflows as may be required for completing the lending journey.
- viii. Lending journey to be configured as per bank’s requirements.
- ix. Illustrative Lending Journey is as follows:



## II. FinTech Building Blocks

- i. The indicative building blocks for the proposed FinTech journey is as follows. This is only an illustrative high - level design for the FinTech. FinTech to provide a detailed design as part of the proposed solution.



**III. Customer Experience**

- i. Omnichannel experience accessible from Web, Mobile, Tablet, etc.
- ii. Web application should be compatible with all browsers e.g. Chrome, Firefox, Edge, Internet Explorer, Opera, Safari, etc.
- iii. Seamless session and drop – off management across channels
- iv. Responsive UI of the platform adopting to various form factors

**IV. End to End Digital Journey**

- i. Onboarding: Onboarding NTB customers as per Indian KYC regulations and Bank's guidelines.
- ii. Provide all standard features to enable end to end loan journeys. These include but not limited to – Lead management, customer onboarding, application submission, credit decisioning, underwriting, recommendation engine, document management.
- iii. Seamless journey to enable customer to complete lending journey in Straight Through Processing or assisted journeys (where the bank users/ back offices like RACPC, SMECC will access the platform as per the role defined and take actions like upload documents, give comments etc) as needed for a journey.
- iv. Seamless handshake with bank's internal platforms and third-party vendors, partners and aggregators.
- v. Workflow automation.

**V. Session Management**

- i. Seamless session management across channels
- ii. Journey drop-off management across channels
- iii. Customer should be able to pick up the journey exactly from the last drop off point, irrespective of the channel
- iv. Reporting and analytics to understand journey drop -offs and sessions

**VI. Lead Management**

- i. Complete Lead management lifecycle
- ii. Lead funnel
  - a. Track lead through its lifecycle
  - b. Event based Alerts and notifications
- iii. Integration with bank's internal lead management software and with third party partners, aggregators, websites and any other external lead generation systems as required by the bank
- iv. Lead allocation and distribution
- v. De-dupe check

**VII. Customer On boarding / Acquisition**

- i. Onboarding NTB customers as per Indian KYC regulations and Bank's guidelines
- ii. Comprehensive data capture for customer application
- iii. Complete loan application submission

- iv. Use of Digital/ Video KYC or integration with Bank's existing Digital/Video KYC solution as needed for onboarding of Customers to platform
- v. Seamless integration with PAN, Aadhaar, GST and other as required to fetch verification data for completion of customer onboarding
- vi. Integration with bank's internal system to fetch customer data
- vii. Quality check agreements and related workflows
- viii. Limit checks
- ix. Support multiple products and multiple categories
- x. Comprehensive Document Management – Track, Scan, Upload and store Documents
- xi. Real time and automated data ingestion and processing
- xii. Exposure tracking at customer and customer group level
- xiii. Omnichannel capabilities
- xiv. Channel-agnostic origination
- xv. Verification Management
- xvi. Integration with third party partners and vendors like credit bureaus
- xvii. 360-degree view of customer and its different relationships

#### **VIII. Loan Application**

- i. Information capture from customer
- ii. Capture information across personal, business, financial, tax, GST and other details are required to complete the loan journey
- iii. Information capture from third party vendors, partners, and aggregators to complete the information required by bank to complete the loan application
- iv. Capture minimum data from the applicant and most of the data is scrubbed using APIs from multiple sources
- v. FinTech to capture appropriate consent from customer as needed before fetching data from systems like PAN, Aadhaar, GST, ITR, Bureau, Bank statement and other data sources
- vi. Create and manage document checklist as per respective credit policy
- vii. Upload and processing of required documents as per constitution type
- viii. Auto generation of loan application document
- ix. Ability to select loan type as per customer's eligibility
- x. Maintain masters as required for loan processing

#### **IX. Data Aggregation & Data Scrubbing**

- i. Fetch & utilize Structured and Unstructured data across the lending ecosystem
- ii. Capture minimum data from the applicant and most of the data is scrubbed using APIs from multiple sources
- iii. FinTech to fetch pointed information as needed for credit models from CIBIL, PAN, GST, Aadhaar, ITR, Bank Statements, Bureau and any other system as needed

- iv. Customer/Enterprise multidimensional model to provide a comprehensive 360-degree view of customer/enterprise including internal and external data sources including but not limited to Financial data, bureau data, transactional, environmental, economic, social, demographics and company data
- v. Should have the ability in aggregating financial information from all possible financial data resources in India
- vi. Should be well versed with all the intricacies of processing financial data
- vii. Should have experience in processing both digital and non-digital financial data.

#### **X. Screening**

- i. Screening across internal and external data, including but not limited to PAN, GST, Aadhaar, Income statements, ITR, Bureau score, demographics data, financial data, transactional data, economic, environmental and alternate data sources
- ii. FinTech to provide a list of data sources to be used for screening and keep evolving the sources as and when available in the ecosystem
- iii. Image recognition, reading PDF and other format documents and processing for verification and validation of documents
- iv. Reading and analysing various types of documents like 26AS, Form-16, Salary Slip, Trade License, CIBIL Report etc.
- v. Platform to have capabilities of fraud check, AML, credit history, de-dupe analysis, defaulter/blacklist check, KYC screening, related party transaction, cross comparison of data, internal database check and others as required
- vi. Bank statement analyser for personal and company accounts
- vii. GST data and report analyser
- viii. ITR and Tax report analyser
- ix. Financial statements analyser

#### **XI. Credit Scoring models & Underwriting**

- i. FinTech to provide Credit Scoring models for credit decisioning and recommendation using AI / ML capabilities.
- ii. Assessment of aggregated data (both structured & un-structured) available in the ecosystem to create risk assessment models.
- iii. Data from Bharatcraft and other systems available with SBI to be included in the risk assessment models.
- iv. Models to generate multi-dimensional customer profile and overall risk score
- v. Configure risk scorecards and credit policies for the required product basis the bank's guidelines
- vi. Limit assessment based on product
- vii. Solution should support an internal rule engine to turn on and off rules as per requirement.
- viii. Policy rules configuration for banks to be able to configure rules as per regulatory/business decisions and rules

- ix. Flexibility to configure and deploy multiple credit models
- x. Intelligent decisioning leveraging alternate data points and business intelligence analytics
- xi. Turn Around Time (TAT) to be defined by bank
- xii. Alternative credit assessment
- xiii. Risk scoring and risk grading of the customer based on credit scoring model
- xiv. Explanations & Reasoning associated with the decisions taken in the platform should be annexed with the outcome (recommendation) in form of a procurable document.

## **XII. Recommendation Engine**

Credit decision will be taken / processed through existing ecosystem/infrastructure. Data from FinTech will be provided to existing ecosystem through back end. The FinTech Solution will provide their data, report, recommendation independently and would include:

- i. In principle approval based on credit decision engine
- ii. Sanction amount, tenure, ROI, repayment and EMI schedule and others based on business rules, policies and bank scorecard fed in the credit engine
- iii. Real time decisioning for seamless customer experience

## **XIII. Integration**

- i. Seamless integration with bank's internal systems like LOS, LMS, SSO, CRM, Campaign management, Lead management, Document management system and others as required to complete the lending journey
- ii. Integration with all required vendors, partners and aggregators like GST, PAN, Aadhaar, ITR, Bureau, etc. using APIs
- iii. Integration with existing service provider engaged by the Bank for data collection/validation.

## **XIV. De-Duplication**

- i. Run dedupe on all entities
- ii. Score and Rule based engine
- iii. Ability to scan and show all linked relationships
- iv. Implement Fuzzy logic, synonymous search, phonetic search, etc. to provide matches for well disguised records
- v. Dedupe against internal data and negative list

## **XV. Document Management**

- i. Ability to onboard documents in the journey as identified by the bank across the lending journey
- ii. Document indexing
- iii. Document scanning and analysis using OCR or other capabilities
- iv. Document processing

- v. Document storage

#### **XVI. Credit Assessment Memorandum (CAM)/ Preliminary Report**

- i. Generation of CAMs/Preliminary report based on assessment of loan application
- ii. CAM to include project snapshot, promoter/director details, financial details and analysis, credit history, assessed limit details, risk scoring, risk grading, GST and other details as required by the bank

#### **XVII. Reporting & Dashboarding**

- i. Reporting
  - a. Generate generic and custom reports
  - b. Provision to send automated reports periodically based on pre-existing rules & configuration
  - c. Ability to pull performance metrics of the system
  - d. Any other reports that may be required by the bank

### **4. Services requirement**

#### **I. Integration with Third party vendors, partners, data providers and aggregators**

- i. Ability to activate/deactivate, create new and manage integrations
- ii. Ability to customize API references and integrations
- iii. Ability to run delta/batch mode sync for defined APIs in the background at the requisite interval
- iv. Integration approaches and design may vary. Therefore API/service should be customizable and configurable to address them.

#### **II. Integration with Bank systems**

- i. Integration with YONO, Bharatcraft and other platforms owned and run by the bank
- ii. Integration of Analytics service to collect platform insights
- iii. Integration with CRM, LOS, LLMS, Lead Generation, Campaign Management and other bank systems
- iv. Integration of transaction data into Bank's financial systems
- v. Integration of platform with other business units of the Bank
- vi. Ability to integrate with other external systems of 3<sup>rd</sup> parties

### **5. Non-Functional Requirements**

The FinTech must meet the below SLAs for ensuring a robust solution for the Bank's customers on a month-on-month basis.

| NFR Type / Category                         | NFR Description                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |
|---------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>Uptime/ Availability of the Solution</b> | <p>99.9%- three 9s of the availability of the solution per month basis<br/>Data Recovery, Maintenance and other activities on the system are implicit and Uptime value should not impact because of these reasons.<br/>To prevent any delay in in maintenance activities affecting the operations of the platform the FinTech should carry out all maintenance activities in consultation with the bank.</p> <p>99.9% uptime for the core application<br/>Uptime for 3rd party integrations to be matched with the channel partners' availability.</p> <p>FinTech to provide detailed mechanism for DC-DR for the FinTech application. At least 1 DR and 1 DC should be there. Tier 3 or Tier 4 required at the minimum.</p>                                                                                                            |
| <b>Issue resolution</b>                     | <p><b><u>Major issue</u></b><br/>The FinTech should resolve any major issue within 12 hours.<br/>The issue is classified as a major if it affects the normal functioning of one or more components of the Solution or affects the response time</p> <p><b><u>Minor issue</u></b><br/>The FinTech should resolve any minor issue within 2 days.</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      |
| <b>Support and escalation mechanism</b>     | <p><b><u>Major issue</u></b><br/>Call should be escalated to the next level FinTech's support team i.e., Escalation level 1 support team if on-site support team could not resolve it within 12 hours.<br/>If issue remains unresolved beyond 24 hours, it should be escalated to highest level of FinTech's support team i.e. Escalation level 2</p> <p><b><u>Minor issue</u></b><br/>Call should be escalated to the next level FinTech's support team i.e., Escalation level 1 support team if on-site support team could not resolve it within 2 days.<br/>If issue remains unresolved beyond 3 days, it should be escalated to highest level of FinTech's support team i.e. Escalation level 2<br/>The FinTech will provide a detailed escalation matrix for service ticket generation, issue escalation and issue resolution.</p> |
| <b>Branding of Bank</b>                     | The solution should be designed keeping the Bank's branding guidelines in mind and each component of the user interface should be uniquely designed in accordance with the guidelines.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  |
| <b>Speed/ Performance</b>                   | <p><b><u>FinTech application</u></b><br/>The maximum response time for any action should be 3 seconds for end user with server-side response &lt;100ms for 95% of requests (requests originating from</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               |

|                                  |                                                                                                                                                                                                                                                                                                                                         |
|----------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
|                                  | <p>the front-end until the response is received by the end-user) including network latency.</p> <p><b><u>External services</u></b><br/>Speed/Performance for 3rd party integrations to be matched with the minimum response time across channel partners.</p>                                                                           |
| <b>Concurrency</b>               | <p>The system to be able to support 1200 number of users/second concurrently on peak initially with a quarter-on-quarter growth of 5%. If there is any increase in user load above the projections the FinTech should match it with proportionate increase in peak capacity of concurrent users to achieve the desired performance.</p> |
| <b>Failure transaction limit</b> | <p>The acceptable limit of the failed transaction count is less than 1% of total transactions.</p>                                                                                                                                                                                                                                      |

## 6. Other Requirements

### I. Managed Services

- i. The solution should be hosted as Managed services with all responsibility to develop, run and maintain the solution to be handled by the FinTech
- ii. FinTech has to manage the complete platform end to end.
- iii. FinTech is required to provide the details of the resource plan from year 0 to 3 years and also provide details of the dedicated project team and any additional requirement may be assessed by the FinTech and committed accordingly.
- iv. Should integrate the software with the existing systems as per requirement of the Bank and carry out thorough system integration testing
- v. The solution should have a facility of end-to-end audit trails for the logged in user
- vi. FinTech shall provide the Backup and monitoring tools
- vii. FinTech shall set up the 24x7 IT Service Desk onsite
- viii. The effort has to be estimated by the FinTech.
- ix. The integration with external bank systems will be required
- x. Managed services should be flexible to include any future developments in the requirements
- xi. In case, if any open-source product is used to develop the FinTech solution then bidders have to arrange for suitable support mechanism for troubleshooting, latest patches, updates and upgrades.

### II. Hosting

- i. The solution should be hosted on-premise, on SBI's own cloud

- ii. FinTech should look after all the configurations and customisation needs for hosting the solution on Bank's cloud by liaising with bank's cloud team and other teams
- iii. There should be a portal/workflow to manage the deployments over time. This portal will be used for any new releases, patches or production updates which have to be done through the written approval of the Bank.
- iv. The FinTech should provision to enable the bank to monitor all the activities pertaining to the application/services hosted in the cloud
- v. Development & Training, Testing and Staging environments should be configured
- vi. DEV/SIT/UAT (end-to-end)/ PRE-PROD/PROD environment should be accessible to the Bank
- vii. FinTech solution should support any end-to-end CUG testing in the production environment
- viii. Minimum 30% sizing of Production should be considered for all environments. UAT environment will be used for training purpose.
- ix. Description of environments:

| Environment     | Definition                                                                                                                          | Sizing              |
|-----------------|-------------------------------------------------------------------------------------------------------------------------------------|---------------------|
| <b>DEV</b>      | Development Environment for developers to write and test the code (debugging)                                                       | Minimum 30% of PROD |
| <b>SIT</b>      | System integration testing environment for integration with external systems and for a high-level testing of any integration points | Minimum 30% of PROD |
| <b>UAT</b>      | User acceptance testing environment for testing from the end-User's perspective to verify software requirements and performance     | Minimum 30% of PROD |
| <b>Pre-PROD</b> | Environment for Functional and performance testing based on the data from PROD/UAT environment (Replication of PROD environment)    | Minimum 30% of PROD |
| <b>PROD</b>     | Live environment for hosting the solution rolled out to the end-Users                                                               | 100%                |
| <b>DR</b>       | Environment for real-time replication of application server.                                                                        | 100% of prod        |

## 7. Testing

- i. System integration testing and user acceptance testing (UAT) to be done. UAT includes
  - a. Functional tests
  - b. Resilience tests
  - c. Benchmark Comparisons
  - d. Operational tests
  - e. Load tests etc.
- ii. The Bank's staff / third party designated by the Bank, will carry out the functional testing. This staff / third party will need necessary on-site training for the purpose and

should be provided by the FinTech. The FinTech should carry out other testing like resiliency/benchmarking/load etc.

- iii. Should be possible to extract evidence of testing information/security compliance from the platform.
- iv. Provision for UAT to be done at the Bank's level should be provided.
- v. Go-Live version of the solution to be performance tested against Year 3 criteria of Non-Functional Requirements.

## 8. Documentation

Provide document on the lines of user manuals, installation manuals, operation manuals, design documents, process documents, technical manuals, functional specification, software requirement specification, on-line tutorials/CBTs, system configuration documents, system/database administrative documents, debugging/diagnostics documents, test procedures etc.

**Source code ownership:** The source code / object code / executable code and compilation procedures of the software solution shall be provided to the Bank after successful UAT. All necessary documentation in this behalf should be made available to the Bank. The Intellectual Property Rights for the solution including source code will be owned by the Bank. Any update or upgrade to source code by way of change requests or otherwise shall be informed and made available to the Bank. The same shall be deemed to be a part of the solution.

## 9. Risk Management

The FinTech shall identify and document the risk in delivering the Services. The FinTech shall identify the methodology to monitor and prevent the risk and shall also document the steps taken to manage the impact of the risks.

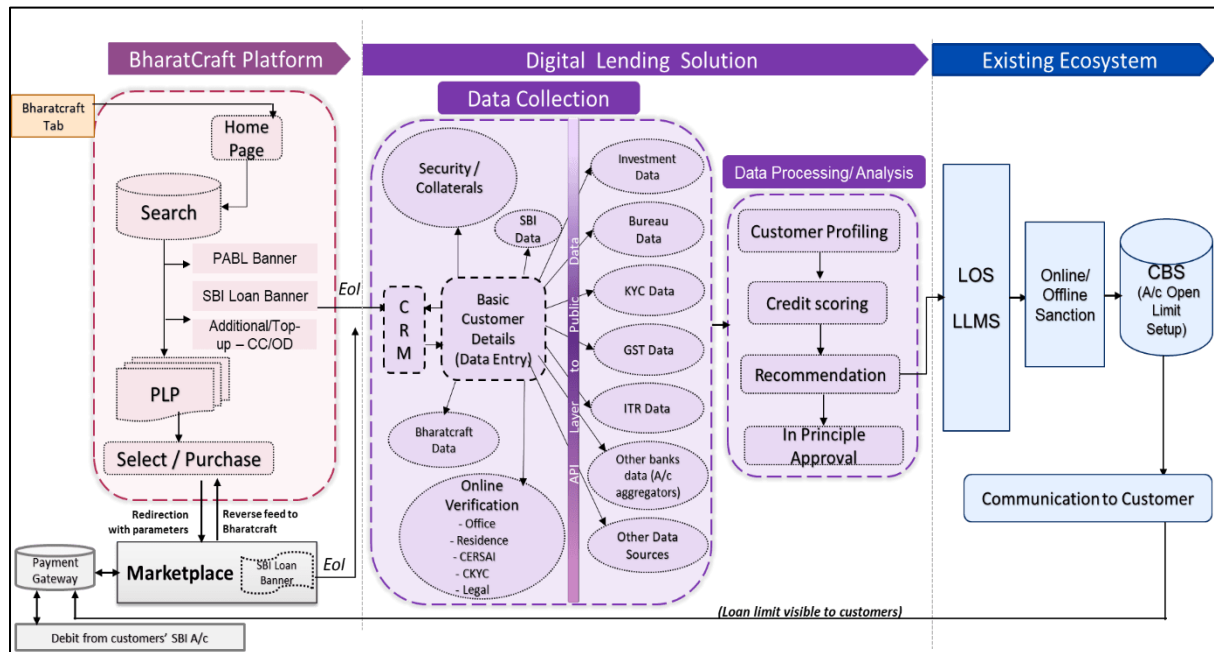
## 10. Data Integrity and protection

- i. All the data generated from FinTech solution will be Bank's proprietary data which cannot be shared with any 3<sup>rd</sup> party without the express written permission of the bank for any purposes which may be to improve the platform.
- ii. The FinTech should establish controls to ensure protection of secret or confidential information stored in cloud as per applicable legal and regulatory requirements according to Indian jurisdiction
- iii. The FinTech shall always ensure the safety of the data held within the platform and ensure that it is protected with the utmost standards of security and only requisite people have access to it through prior permission for any debugging purpose.
- iv. Sensitive information should travel in encrypted format from end to end.
- v. All the parameters in the request and response should be properly validated

- vi. API security must be ensured
- vii. Data security is maintained at all levels i.e. Data at Rest, Data in Motion and Data in Use

## 11. Technology Architecture

Below is a high-level version of the technology architecture.



Required to create a detailed technology architecture and operating stack to showcase the relevant elements in the technology integrations

## 12. Security

The solution should meet the industry standard requirements.

- i) To maintain the confidentiality of the Bank's resources, data, information and other intellectual property rights as required under this Agreement the FinTech will have to implement all the security controls as per the Bank's IT & IS Policy, RBI guidelines and other regulatory guidelines as required by the Bank.
- ii) The FinTech shall follow the IT & IS policy of the Bank and the solution shall meet all ISD Clearance before roll-out.
- iii) Security code review for application (Both web and application layer) shall be carried out by the FinTech along with the certification
- iv) Security compliance certification by the empanelled CERT-IN agencies to be provided for Application containing the source code, APIs, etc. as and when desired by the bank
- v) Implementation of secure Authentication, Authorization and Accounting

- vi) Digital Forensic Readiness Assessment and log capture should be done by the FinTech for the solution
- vii) The Bank shall review the service arrangements to ensure they have sufficient means to allow visibility into the security and privacy controls and processes employed by the FinTech, and to monitor their performance over time
- viii) The FinTech shall institute a detailed risk management program that is flexible enough to adapt to the constantly evolving and shifting risk landscape for the lifecycle of the system and continuously monitor the security state of the information system to support on-going risk management decisions

### 13. Compliance and regulatory

Compliance and regulatory fixes should be done by the FinTech as and when needed and within the timeline as prescribed by the regulatory authorities without treating it as a Change Request.

### 14. Change request provision

Scope additions to the existing SoW may be considered as Change Requests at the discretion of the Bank after discussion with the FinTech. For every change request FinTech should provide detail effort estimates to the Bank including the code change requirements, affected applications, resource requirements, testing requirement, time required to implement the changes etc. After every change request a performance testing report should be submitted to be in line with the Non-Functional requirements and no deviation from the benchmarks shall be entertained.

### 15. Definitions

| Terminology             | Definition                                                                                        |
|-------------------------|---------------------------------------------------------------------------------------------------|
| Uptime                  | Total time in any given for which the platform is accessible to any user                          |
| Transactions per second | Each internal service call (end-to-end request to response) to be treated as one transaction      |
| Transacting User        | Any non-idle user who is actively using the platform                                              |
| User load               | Total number of users logged into platform.                                                       |
| Concurrency             | No. of users active (logged-in) on the system per second                                          |
| Speed/Performance       | Time between any request originating from the user and the complete response received by the user |
| CINB user               | Any user of SBI Corporate Internet Banking                                                        |
| Logged in User          | Any user who has successfully logged in to SBI platform                                           |
| Benchmarking testing    | Testing of the solution against existing marketplace benchmarks                                   |

|                     |                                                                                                                                              |
|---------------------|----------------------------------------------------------------------------------------------------------------------------------------------|
| Load testing        | Running the system at defined peak capacity to test uptime/availability/speed/concurrency and look for issues originating during the process |
| Failed transactions | A situation in which no successful response is received in lieu of a request made by the system                                              |

### Appendix-F: COMMERCIAL BID

**Note: Suitable information should be sought in Commercial Bid. An example of Commercial Bid format is placed below for guidance. The bidder needs to ensure that break up of software license cost (in-house and third party), labour cost, AMC cost and any other cos identified by bidder is clearly specified in the commercial bid**

The Commercial Bid needs to be listed under **Commercial Bid for Selection of FinTech/ Solution Provider for Development and Integration of Lending Journeys to SBI platforms.”.**

#### Name of the Bidder:

| Sr. No. | Type of services / Items/ Role | No of Resources | Rate per item/Per resource etc. (as applicable) | Total amount in ₹ | Proportion to Total Cost (in percentage) # |
|---------|--------------------------------|-----------------|-------------------------------------------------|-------------------|--------------------------------------------|
| 1.      |                                |                 |                                                 |                   |                                            |
| 2.      |                                |                 |                                                 |                   |                                            |
| 3.      |                                |                 |                                                 |                   |                                            |
| 4.      |                                |                 |                                                 |                   |                                            |
|         | Total Cost *                   |                 |                                                 |                   |                                            |

#. The percentage should be mentioned in two decimal places.

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

#### Breakup of Taxes and Duties

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

**Name & Signature of authorized signatory**

**Seal of Company**

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

1. THIS BANK GUARANTEE AGREEMENT executed at \_\_\_\_\_ this \_\_\_\_\_ day of \_\_\_\_\_ 2021 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/ Vendor" which expression shall unless repugnant to the context or meaning thereof shall include its successor, executor & assigns) has agreed to \_\_\_\_\_ (name of Service) (hereinafter referred to as "Services") to SBI in accordance with the Request for Proposal (RFP) No. **SBI/B2B/04 dated 09/04/2021**.
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 ₹ \_\_\_\_\_ (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 ₹ \_\_\_\_\_ (Rupees \_\_\_\_\_ only) to SBI, if Service Provider fails to fulfil 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 fulfil 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 ₹ \_\_\_\_\_ (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 fulfil 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 / fulfil 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 ₹ \_\_\_\_\_ (Rupees \_\_\_\_\_ only).
2. Any notice / communication / demand from SBI to the effect that Service Provider has failed to fulfil 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 ₹ \_\_\_\_\_ (Rupees \_\_\_\_\_ only)
- ii. This Bank Guarantee shall be valid up to\_\_\_\_\_.
- iii. We are liable to pay the guaranteed amount or any part thereof under this Bank Guarantee only and only if SBI serve upon us a written claim or demand on or before \_\_\_\_\_ .

**Yours faithfully,**

**For and on behalf of bank.**

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

**Appendix-H: PENALTIES**

As given in **Terms of Reference**.

## Appendix-I: SERVICE LEVEL AGREEMENT

A Service Level Agreement (SLA) to be executed in due course. Template as given below:

*# This document is in the nature of a general template which needs customization by concerned department depending upon individual contract or service keeping in view aspects like nature/scope of services, roles and responsibilities of the parties and circumstances of each case. Also, certain particulars such as commercials, penalties and details of the parties etc. are to be incorporated correctly while finalization of the contract. Reference notes under the draft should be deleted while publishing SLA.*

*In this regard, footnotes given in this document may please be referred to.*

### SOFTWARE/SERVICE LEVEL AGREEMENT

**BETWEEN**

**STATE BANK OF INDIA**

**AND**

.....

.....

#### Commencement Date:

#### Date of Expiry:

This agreement (“Agreement”) is made at \_\_\_\_\_ (Place) on this \_\_\_\_\_ day of \_\_\_\_\_ 2021.

**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 2nd Floor, Plot No. D-41/1, TTC Industrial Area, MIDC Turbhe, Navi Mumbai – 400705 through its Digital Transformation and e-Commerce Department, hereinafter referred to as “**the Bank**” which expression shall, unless it be repugnant to the context or meaning thereof, be deemed to mean and include its successors in title and assigns of the First Part:

AND

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

WHEREAS

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

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

## 1. DEFINITIONS & INTERPRETATION

### 1.1 Definition

Certain terms used in this Agreement are defined hereunder. Other terms used in this Agreement are defined where they are used and have the meanings there indicated. Unless otherwise specifically defined, those terms, acronyms and phrases in this Agreement that are utilized in

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

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

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

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

the information technology services industry or other pertinent business context shall be interpreted in accordance with their generally understood meaning in such industry or business context, unless the context otherwise requires/mentions, the following definitions shall apply:

- 1.1.1 ‘The Bank’ shall mean the State Bank of India (including domestic branches and foreign offices) Subsidiaries and Joint Ventures, where the Bank has ownership of more than 50% of voting securities or the power to direct the management and policies of such Subsidiaries and Joint Ventures.
- 1.1.2 “Code” shall mean computer programming code contained in the Software. If not otherwise specified, Code shall include both Object Code and Source Code which means programming languages, including all comments and procedural code, and all related development documents (e.g., flow charts, schematics, statements of principles of operations, end-user manuals, architecture standards, and any other specifications that are used to create or that comprise the Code). Code shall include Maintenance Modifications and Enhancements in the Software.
- 1.1.3 “Confidential Information” shall have the meaning set forth in Clause 15.
- 1.1.4 “Data Dictionary or Metadata Repository” shall mean a repository of information about data such as meaning, relationships to other data, origin/lineage, usage, business context and format including but not limited to data type, data length, data structure etc., further, it as a collection of columns and tables with metadata.
- 1.1.5 “Deficiencies” shall mean defects arising from non-conformity with the mutually agreed specifications and/or failure or non-conformity in the Scope of Services.
- 1.1.6 “Documentation” will describe in detail and in a completely self-contained manner how the user may access and use the ..... (name of the Software/ maintenance services)<sup>6</sup> such that any reader of the Documentation can access, use and maintain all of the functionalities of the Software, without the need for any further instructions. ‘Documentation’ includes, user manuals, installation manuals, operation manuals, design documents, process documents, data flow documents, data register, technical manuals, functional specification, software requirement specification, on-line tutorials/CBTs, system configuration documents, Data Dictionary, system/database administrative documents, debugging/diagnostics

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<sup>6</sup> Name of Software

documents, test procedures, Review Records/ Test Bug Reports/ Root Cause Analysis Report, list of all Product components, list of all dependent/external modules and list of all documents relating to traceability of the Product as and when applicable etc.

- 1.1.7 “Intellectual Property Rights” shall mean, on a worldwide basis, any and all: (a) rights associated with works of authorship, including copyrights & moral rights; (b) Trade Marks; (c) trade secret rights; (d) patents, designs, algorithms and other industrial property rights; (e) other intellectual and industrial property rights of every kind and nature, however designated, whether arising by operation of law, contract, license or otherwise; and (f) registrations, initial applications, renewals, extensions, continuations, divisions or reissues thereof now or hereafter in force (including any rights in any of the foregoing).
- 1.1.8 “Open Source or Copyleft license” shall mean a license of a computer program in which the source code is available to the general public for use and/or modification from its original design.
- 1.1.9 “Project Cost” means the price payable to Service Provider over the entire period of Agreement. i.e. ₹\_\_\_\_\_ (Rupees \_\_\_\_\_) for the full and proper performance of its contractual obligations.
- 1.1.10 “Project Documents” shall mean all the plans, drawings and specifications used while bidding and all other documents necessary to complete all work.
- 1.1.11 “Request for Proposal (RFP)” shall mean **RFP NO. SBI/B2B/04 dated 09/04/2021** along with its clarifications/ corrigenda issued by the Bank time to time.
- 1.1.12 “Revision control procedure” shall mean the procedure for management of changes to documents, software programs, and other collections of information made during this engagement.
- 1.1.13 “Root Cause Analysis Report” shall mean a report addressing a problem or non-conformance, in order to get to the ‘root cause’ of the problem, which thereby assists in correcting or eliminating the cause, and prevent the problem from recurring.
- 1.1.14 ‘Services’ shall mean and include the Services offered by Service Provider more particularly described in Clause 2 of this Agreement. ‘Services’ shall also include

the implementation services, training services and maintenance Services and other obligation of Service Provider to be provided under this Agreement.

1.1.15 “Software” shall mean:

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

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

## **1.2 Interpretations:**

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

1.2.2 The singular includes the plural and vice versa.

1.2.3 Reference to any gender includes each other gender.

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

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

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

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

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

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

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

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

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

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

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

## **2. SCOPE OF WORK**

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

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

2.2.1 Service Provider shall ensure that the remote access to the Bank's VPN is performed through a laptop/desktop ("Device") specially allotted for that purpose by the Service Provider and not through any other private or public Device.

2.2.2 Service Provider shall ensure that only its authorized employees/representatives access the Device.

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

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

#### **3.1 Professional fees**

- 3.1.1 Service Provider shall be paid fees and charges in the manner detailed in hereunder, the same shall be subject to deduction of income tax thereon wherever required under the provisions of the Income Tax Act by the Bank. The remittance of amounts so deducted and issuance of certificate for such deductions shall be made by the Bank as per the laws and regulations for the time being in force. Nothing in the Agreement shall relieve Service Provider from his responsibility to pay any tax that may be levied in India on income and profits made by Service Provider in respect of this Agreement.

- 3.2 All duties and taxes (excluding<sup>7</sup>\_\_\_\_\_ or any other tax imposed by the Government in lieu of same), if any, which may be levied, shall be borne by Service Provider and Bank shall not be liable for the same. All expenses, stamp duty and other charges/ expenses in connection with execution of this Agreement shall be borne by Service Provider. Tax(es) imposed by the Government shall be borne by the Bank on actual upon production of original receipt wherever required.
- 3.3 Service Provider shall provide a clear description quantifying the service element and goods element in the invoices generated by them.

### 3.4 Payments

- 3.4.1 The Bank will pay properly submitted valid invoices within reasonable period but not exceeding 30 (thirty) days after its receipt thereof. All payments shall be made in Indian Rupees.
- 3.4.2 The Bank may withhold payment of any product/services that it disputes in good faith and may set-off penalty amount or any other amount which Service Provider owes to the Bank against amount payable to Service Provider under this Agreement. However, before levying penalty or recovery of any damages, the Bank shall provide a written notice to Service Provider indicating the reasons for such penalty or recovery of damages. Service Provider shall have the liberty to present its case in writing together with documentary evidences, if any, within 21 (twenty-one) days. Penalty or damages, if any, recoverable from Service Provider shall be recovered by the Bank through a credit note or revised invoices. In case Service Provider fails to issue credit note/ revised invoice, the Bank shall have right to withhold the payment or set-off penal amount from current invoices.

### 3.5 Bank Guarantee and Penalties

- 3.5.1 Service Provider shall furnish performance security in the form of Bank Guarantee for an amount of ₹ \_\_\_\_\_ (Rupees \_\_\_\_\_) valid for a period of \_\_\_\_\_ year(s) \_\_\_\_\_ month(s) from a Scheduled Commercial Bank other than State Bank of India in a format provided/ approved by the Bank.

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

- 3.5.2 The Bank Guarantee is required to protect the interest of the Bank against delay in supply/installation and/or the risk of non-performance of Service Provider in respect of successful implementation of the project; or performance of the material or services sold; or breach of any terms and conditions of the Agreement, which may warrant invoking of Bank Guarantee.
- 3.5.3 If at any time during performance of the Contract, Service Provider shall encounter unexpected conditions impeding timely completion of the Services under the Agreement and performance of the services, Service Provider shall promptly notify the Bank in writing of the fact of the delay, its likely duration and its cause(s). As soon as practicable, after receipt of Service Provider's notice, the Bank shall evaluate the situation and may at its discretion extend Service Provider's time for performance, in which case the extension shall be ratified by the Parties by amendment of the Agreement.
- 3.5.4 Performance of the obligations under the Agreement shall be made by Service Provider in accordance with the time schedule<sup>8</sup> specified in this Agreement.
- 3.5.5 Service Provider shall be liable to pay penalty at the rate mentioned in **Annexure-F** in respect of any delay beyond the permitted period in providing the Services.
- 3.5.6 Subject to Clause 17 of this Agreement, any unexcused delay by Service Provider in the performance of its Contract obligations shall render this Agreement to be terminated.
- 3.5.7 No penalty shall be levied in case of delay(s) in deliverables or performance of the contract for the reasons solely and directly attributable to the Bank. On reaching the maximum of penalties specified the Bank reserves the right to terminate the Agreement.

#### 4. LIABILITIES/OBLIGATION

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

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

##### 4.2 Service Provider Duties

- (i) Service Delivery responsibilities

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

- (a) To adhere to the service levels documented in this Agreement.
- (b) Software solution provided and/or maintained by Service Provider shall be free from OWASP Top 10 vulnerabilities (latest) during the term of Agreement.
- (c) Service provider shall ensure to filter all phishing / spamming / overflow attacks in order to ensure availability and integrity on continuous basis.
- (d) Service Provider shall without any additional cost, rectify the vulnerabilities observed by the Bank during security review of Code. The Code shall be comprehensively reviewed periodically by the Bank or its authorized representative.
- (e) Service Provider shall *ensure that* Service Provider's personnel and its sub-contractors (if allowed) will abide by all reasonable directives issued by the Bank, including those set forth in the Bank's then-current standards, policies and procedures (to the extent applicable), all on-site rules of behaviour, work schedules, security procedures and other standards, policies and procedures as established by the Bank from time to time.
- (f) Service Provider agrees and declares that it shall be the sole responsibility of Service Provider to comply with the provisions of all the applicable laws, concerning or in relation to rendering of Services by Service Provider as envisaged under this Agreement.
- (g) Service Provider shall be responsible to provide Data Dictionary in a format provided by the Bank. During the term of this Agreement, such a format may be revised by the Bank as per the requirements. Service Provider shall capture all the fields in Data Dictionary format and keep the same always updated during the term of this Agreement.

(ii) Security Responsibility

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

## 5. REPRESENTATIONS & WARRANTIES

- 5.1 Service Provider warrants that the technical quality and performance of the Services provided will be consistent with the mutually agreed standards. Warranty shall be for a period of \_\_\_\_\_ (Term) from the date of acceptance.
- 5.2 Any defect found will be evaluated mutually to establish the exact cause of the defect. Bank may have direct and separate agreement with Service Provider to provide technical support to the Bank for related deficiencies. <strike off if not required><sup>9</sup>
- 5.3 Service Provider warrants that at the time of delivery the Software or its component is free from malware, free from any obvious bugs, and free from any covert channels in the code (of the versions of the applications/software being delivered as well as any subsequent versions/modifications delivered).
- 5.4 Service Provider represents and warrants that its personnel shall be present at the Bank premises or any other place as the Bank may direct, only for the Services and follow all the instructions provided by the Bank; Act diligently, professionally and shall maintain the decorum and environment of the Bank; Comply with all occupational, health or safety policies of the Bank.
- 5.5 Service Provider warrants that it shall be solely liable and responsible for compliance of applicable Labour Laws in respect of its employee, agents, representatives and sub-contractors (if allowed) and in particular laws relating to terminal benefits such as pension, gratuity, provident fund, bonus or other benefits to which they may be entitled and the laws relating to contract labour, minimum wages, etc., and the Bank shall have no liability in this regard.
- 5.6 Each Party represents and warrants that it has all requisite power and authorization to enter into and perform this Agreement and that nothing contained herein or required in the performance hereof conflict or will conflict with or give rise to a breach or default under, or permit any person or entity to terminate, any contract or instrument to which the party is bound.
- 5.7 Service Provider warrants that it has full right, title and interest in and to all software, copyrights, trade names, trademarks, service marks, logos symbols and other proprietary marks (collectively 'IPR') owned by it (including appropriate limited right of use of those owned by any of its vendors, affiliates or subcontractors) which it provides to the Bank, for use related to the Services to be provided under this Agreement.

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<sup>9</sup>Please note the following clause can be kept only when there is a Separate Technical support agreement.

- 5.8 Service Provider shall perform the Services and carry out its obligations under the Agreement with due diligence, efficiency and economy, in accordance with generally accepted techniques and practices used in the industry and with professional standards recognized by international professional bodies and shall observe sound management practices. It shall employ appropriate advanced technology and safe and effective equipment, machinery, material and methods.
- 5.9 Service Provider has the requisite technical and other competence, sufficient, suitable, qualified and experienced manpower/personnel and expertise in providing the Services to the Bank.
- 5.10 Service Provider shall duly intimate to the Bank immediately, the changes, if any in the constitution of Service Provider.
- 5.11 Service Provider warrants that to the best of its knowledge, as on the Effective Date of this Agreement, the Software does not violate or infringe any patent, copyright, trademarks, trade secrets or other Intellectual Property Rights of any third party.
- 5.12 Service Provider shall ensure that all persons, employees, workers and other individuals engaged by or sub-contracted (if allowed) by Service Provider in rendering the Services under this Agreement have undergone proper background check, police verification and other necessary due diligence checks to examine their antecedence and ensure their suitability for such engagement. No person shall be engaged by Service Provider unless such person is found to be suitable in such verification and Service Provider shall retain the records of such verification and shall produce the same to the Bank as when requested.
- 5.13 During the Warranty Period if any software or any component thereof is supplied by Service Provider is inoperable or suffers degraded performance not due to causes external to the software, Service provider shall, at the Bank's request, promptly replace the software or specified component with new software of the same type and quality. Such replacement shall be accomplished without any adverse impact on the Bank's operations within agreed time frame.

## **6. GENERAL INDEMNITY**

- 6.1 Service provider agrees and hereby keeps the Bank indemnified against all claims, actions, loss, damages, costs, expenses, charges, including legal expenses (Attorney, Advocates fees included) which the Bank may suffer or

incur on account of (i) Service Provider's breach of its warranties, covenants, responsibilities or obligations; or (ii) breach of confidentiality obligations mentioned in this Agreement; or (iii) any wilful misconduct and gross negligent acts on the part of employees, agents, representatives or sub-contractors (if allowed) of Service Provider. Service provider agrees to make good the loss suffered by the Bank.

6.2 Service provider hereby undertakes the responsibility to take all possible measures, at no cost, to avoid or rectify any issues which thereby results in non-performance of software within reasonable time. The Bank shall report as far as possible all material defects to Service provider without undue delay. Service provider also undertakes to co-operate with other service providers thereby ensuring expected performance covered under scope of work.

## **7. CONTINGENCY PLANS**

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

## **8. TRANSITION REQUIREMENT**

In the event of failure of Service Provider to render the Services or in the event of termination of Agreement or expiry of term or otherwise, without prejudice to any other right, the Bank at its sole discretion may make alternate arrangement for getting the Services contracted with another vendor. In such case, the Bank shall give prior notice to the existing Service Provider. The existing Service Provider shall continue to provide services as per the terms of the Agreement until a 'New Service Provider' completely takes over the work. During the transition phase, the existing Service Provider shall render all reasonable assistance to the new Service Provider within such period prescribed by the Bank, at no extra cost to the Bank, for ensuring smooth switch over and continuity of Services, provided where transition services are required by the Bank or New Service Provider beyond the term of this Agreement, reasons for which are not attributable to Service Provider, payment shall be made to Service Provider for such

additional period on the same rates and payment terms as specified in this Agreement. If existing vendor is breach of this obligation, they shall be liable for paying a penalty of ₹\_\_\_\_\_ on demand to the Bank, which may be settled from the payment of invoices or bank guarantee for the contracted period. Transition & Knowledge Transfer plan is mentioned in Annexure G.

## 9. LIQUIDATED DAMAGES

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

## 10. RELATIONSHIP BETWEEN THE PARTIES

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

10.6 For redressal of complaints of sexual harassment at workplace, Parties agree to comply with the policy framed by the Bank (including any amendment thereto) in pursuant to the Sexual Harassment of Women at Workplace (Prevention, Prohibition and Redressal) Act, 2013 including any amendment thereto.

## 11. SUB CONTRACTING

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

## 12. INTELLECTUAL PROPERTY RIGHTS

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

provide substantially equivalent functional, performance and operational features as the infringing Software which is being replaced or modified; or (c) to the extent that the activities under clauses (a) and (b) above are not commercially reasonable, refund to the Bank all amounts paid by the Bank to Service Provider under this Agreement.

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

### 13. INSTALLATION

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

### 14. INSPECTION AND AUDIT

- 14.1 It is agreed by and between the parties that Service Provider shall be subject to annual audit by internal/external Auditors appointed by the Bank/ inspecting official from the Reserve Bank of India or any regulatory authority, covering the risk parameters finalized by the Bank/ such auditors in the areas of products (IT hardware/ Software) and services etc. provided to the Bank and Service Provider shall submit such certification by such Auditors to the Bank. Service Provider and or his / their outsourced agents /sub – contractors (if allowed by the Bank) shall facilitate the same. The Bank can make its expert assessment on the efficiency and effectiveness of the security, control, risk management, governance system and process created by Service Provider. Service Provider shall, whenever required by such Auditors, furnish all relevant information, records/data to them. All costs for such audit shall be borne by the Bank. Except for the audit done by Reserve Bank of India or any statutory/regulatory authority, the Bank shall provide reasonable notice not less than 7 (seven) days to Service Provider before such audit and same shall be conducted during normal business hours.
- 14.2 Where any Deficiency has been observed during audit of Service Provider on the risk parameters finalized by the Bank or in the certification submitted by the Auditors, it is agreed upon by Service Provider that it shall correct/ resolve the same at the earliest and shall provide all necessary documents related to resolution thereof and the auditor shall further certify in respect of resolution of the Deficiencies. It is also agreed that Service Provider shall provide certification of the auditor to the Bank regarding compliance of the observations made by the auditors covering the respective risk parameters against which such Deficiencies observed.
- 14.3 Service Provider further agrees that whenever required by the Bank, it will furnish all relevant information, records/data to such auditors and/or inspecting officials of the Bank/ Reserve Bank of India and/or any regulatory authority (ies). The Bank

reserves the right to call for and/or retain any relevant information/ audit reports on financial and security review with their findings undertaken by Service Provider. However, Service Provider shall not be obligated to provide records/data not related to Services under the Agreement (e.g. internal cost break-ups etc.).

## 15. CONFIDENTIALITY

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

consent of the other party unless such disclosure of Confidential Information is required by law, legal process or any order of any government authority. Service provider, in this connection, agrees to abide by the laws especially applicable to confidentiality of information relating to customers of Banks and the banks per-se, even when the disclosure is required under the law. In such event, the Party must notify the other Party that such disclosure has been made in accordance with law, legal process or order of a government authority.

- 15.5 Each party, including its personnel, shall use the Confidential Information only for the purposes of achieving objectives set out in this Agreement. Use of the Confidential Information for any other purpose shall constitute breach of trust of the same.
- 15.6 Each party may disclose the Confidential Information to its personnel solely for the purpose of undertaking work directly related to the Agreement. The extent of Confidential Information disclosed shall be strictly limited to what is necessary for those particular personnel to perform his/her duties in connection with the Agreement. Further each Party shall ensure that each personnel representing the respective party agree to be bound by obligations of confidentiality no less restrictive than the terms of this Agreement.
- 15.7 The non-disclosure obligations herein contained shall not be applicable only under the following circumstances:
- (i) Where Confidential Information comes into the public domain during or after the date of this Agreement otherwise than by disclosure by receiving party in breach of the terms hereof.
  - (ii) Where any Confidential Information was disclosed after receiving the written consent of disclosing party.
  - (iii) Where receiving party is requested or required by law or by any Court or governmental agency or authority to disclose any of the Confidential Information, then receiving party will provide the other Party with prompt notice of such request or requirement prior to such disclosure.
  - (iv) Where any Confidential Information was received by the receiving party from a third party which does not have any obligations of confidentiality to the other Party.

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

- 15.8 Receiving party undertakes to promptly notify disclosing party in writing any breach of obligation of the Agreement by its employees or representatives including confidentiality obligations. Receiving party acknowledges that monetary damages may not be the only and / or a sufficient remedy for unauthorized disclosure of Confidential Information and that disclosing party shall be entitled, without waiving any other rights or remedies, to injunctive or equitable relief as may be deemed proper by a Court of competent jurisdiction.
- 15.9 Service Provider shall not, without the Bank's prior written consent, make use of any document or information received from the Bank except for purposes of performing the services and obligations under this Agreement.
- 15.10 Any document received from the Bank shall remain the property of the Bank and shall be returned (in all copies) to the Bank on completion of Service Provider's performance under the Agreement.
- 15.11 Upon expiration or termination of the Agreement, all the Bank's proprietary documents, customized programs partially or wholly completed and associated documentation, or the Bank's materials which are directly related to any project under the Agreement shall be delivered to the Bank or at the Bank's written instruction destroyed, and no copies shall be retained Service provider without the Bank's written consent.
- 15.12 The foregoing obligations (collectively referred to as "Confidentiality Obligations") set out in this Agreement shall survive the term of this Agreement and for a period of 3 (three) years thereafter provided Confidentiality Obligations with respect to individually identifiable information, customer's data of Parties or software in human-readable form (e.g., source code) shall survive in perpetuity.

## 16. OWNERSHIP

- 16.1 Service Provider will provide Source Code for every version of the Software supplied or customized/developed specifically for the Bank, without any cost to the Bank, and it will be treated as the property of the Bank.

- 16.2 The Source Code /Object Code /executable code and compilation procedures of the Software solution made under this Agreement are the proprietary property of the Bank and as such Service provider shall make them available to the Bank after successful User Acceptance Testing.
- 16.3 Service Provider agrees that the Bank owns the entire right, title and interest to any inventions, designs, discoveries, writings and works of authorship, including all Intellectual Property Rights, copyrights. Any work made under this Agreement shall be deemed to be 'work made for hire' under any Indian/U.S. or any other applicable copyright laws.
- 16.4 Service Provider shall ensure proper change management process covering impact assessment, requirement and solution documents detailing changes made to the Software for any work order, in addition to enabling the programmers identify and track the changes made to the source code. The Source Code will be delivered in appropriate version control tool maintained at the Bank's on-site location.
- 16.5 Service Provider shall adhere to revision control procedure of the Bank to maintain required documentation and configuration files as well as Source Code. Necessary backup and restoration of the revision control software related information will be handled by the service team as per the approved backup policy of the Bank.
- 16.6 For each application developed by Service Provider on Software, including third party software before the platform become operational, Service Provider shall deliver all documents to the Bank, which include coding standards, user manuals, installation manuals, operation manuals, design documents, process documents, technical manuals, and other documents, if any, as per work order.
- 16.7 Service Provider shall also provide documents related to Review Records/ Test Bug Reports/ Root Cause Analysis Report, details and documentation of all product components, details and documentation of all dependent/ external modules and all documents relating to traceability of the Software supplied/ customized under this Agreement before its production release.
- 16.8 All Software programs supplied/developed, program documentation, system documentation and testing methodologies along with all other information and documents (other than tools being proprietary to Service Provider) and used for customized Software development shall be the exclusive property of the Bank.

- 16.9 The Intellectual Property Rights on the Software Code, copyright and source code for various applications/ interfaces developed under this Agreement, and any other component/ framework/ middleware used/ developed as pre-built software assets to deliver the solution, shall belong to the Bank and the Bank shall have complete and unrestricted rights on such property. However, Service Provider shall hold All Intellectual Property rights in any pre-built software *per se*, except for those which have been assigned under this Agreement.
- 16.10 All information processed by Service Provider during Software development/ customization; implementation & maintenance belongs to the Bank. Service Provider shall not acquire any other right in respect of the information for the license to the rights owned by the Bank. Service Provider will implement mutually agreed controls to protect the information. Service Provider also agrees that it will protect the information appropriately.

## 17. SOURCE CODE ESCROW AGREEMENT

- 17.1 Service Provider shall deposit the source code of the Software and everything required to independently maintain the Software, to the source code escrow account and agrees to everything mentioned in source code escrow agreement.
- 17.2 Service provider shall deposit the latest version of source code in escrow account at regular intervals as mentioned in source code escrow agreement.
- 17.3 The Bank shall have the right to get the source code released and will receive no opposition/hindrances from the escrow agent and Service provider under the following conditions:-
- (i) In the event wherein Service provider files a voluntary petition in bankruptcy or insolvency or has been otherwise declared Insolvent/Bankrupt; or
  - (ii) In the event wherein Service provider has declared its expressed/written unwillingness to fulfil his contractual obligations under this Agreement; or
  - (iii) Service Provider is wound up, or ordered wound up, or has a winding up petition ordered against it, or assigns all or a substantial part of its business or assets for the benefit of creditors, or permits the appointment of a receiver for the whole or substantial part of its business or assets, or otherwise ceases to conduct its business in the normal course; or

- (iv) Service Provider discontinues business because of insolvency or bankruptcy, and no successor assumes Service Provider's Software maintenance obligations or obligations mentioned in the Agreement; or
- (v) Service Provider dissolves or ceases to function as a going concern or to conduct its operation in the normal course of business or intends and conveys its intention to do so; or
- (vi) Any other release condition as specified in source code escrow agreement.

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

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

## 18. TERMINATION

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

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

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

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

invoked by the Bank before completion of half of the total Contract period (including the notice period). In the event of termination of the Agreement for the Bank's convenience, Service Provider shall be entitled to receive payment for the Services rendered (delivered) up to the effective date of termination.

- 18.3 In the event the bank terminates the Agreement in whole or in part for the breaches attributable to Service Provider, the Bank may procure, upon such terms and in such manner, as it deems appropriate, software or services similar to those undelivered and subject to clause 21 Service Provider shall be liable to the Bank for any excess costs for such similar software or services. However, Service provider, in case of part termination, shall continue the performance of the Agreement to the extent not terminated.
- 18.4 The Bank shall have a right to terminate the Agreement immediately by giving a notice in writing to Service Provider in the following eventualities:
- (i) If any Receiver/Liquidator is appointed in connection with the business of Service Provider or Service Provider transfers substantial assets in favour of its creditors or any orders / directions are issued by any Authority / Regulator which has the effect of suspension of the business of Service Provider.
  - (ii) If Service Provider applies to the Court or passes a resolution for voluntary winding up of or any other creditor / person files a petition for winding up or dissolution of Service Provider.
  - (iii) If any acts of commission or omission on the part of Service Provider or its agents, employees, sub-contractors or representatives, in the reasonable opinion of the Bank tantamount to fraud or prejudicial to the interest of the Bank or its employees.
  - (iv) Any document, information, data or statement submitted by Service Provider in response to RFP, based on which Service Provider was considered eligible or successful, is found to be false, incorrect or misleading.
- 18.5 In the event of the termination of the Agreement Service Provider shall be liable and responsible to return to the Bank all records, documents, data and information including Confidential Information pertains to or relating to the Bank in its possession.

- 18.6 In the event of termination of the Agreement for material breach, Bank shall have the right to report such incident in accordance with the mandatory reporting obligations under the applicable law or regulations.
- 18.7 Upon termination or expiration of this Agreement, all rights and obligations of the Parties hereunder shall cease, except such rights and obligations as may have accrued on the date of termination or expiration; the obligation of indemnity; obligation of payment ;confidentiality obligation; Governing Law clause; Dispute resolution clause; and any right which a Party may have under the applicable Law.

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

- 19.1 All disputes or differences whatsoever arising between the parties out of or in connection with the Contract or in discharge of any obligation arising out of this 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, the same shall be referred to and be subject to the jurisdiction of competent civil courts of Mumbai only.

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

- 20.1 No alterations, amendments, omissions, additions, suspensions, or variations of the work (hereinafter referred to as variation) under the Agreement shall be made by Service provider except as directed in writing by Bank. The Bank shall have full powers, subject to the provision herein after contained, from time to time during the execution of the Agreement, by notice in writing to instruct Service Provider to make any variation without prejudice to the Agreement. Service Provider shall carry out such variations and be bound by the same conditions, though the said variations occurred in the Agreement documents. If any suggested variations would, in the opinion of Service Provider, if carried out, prevent them from fulfilling any of their obligations under the Agreement, they shall notify the Bank, thereof, in writing with reasons for holding such opinion and Bank shall instruct Service Provider to make such other modified variation without prejudice to the Agreement. Service Provider

shall carry out such variations and be bound by the same conditions, though the said variations occurred in the Agreement documents. If Bank confirms their instructions Service Provider's obligations will be modified to such an extent as may be mutually agreed. If such variation involves extra cost, any agreed difference in cost occasioned by such variation shall be mutually agreed between the parties. In any case in which Service Provider has received instructions from the Bank as to the requirement of carrying out the altered or additional substituted work, which either then or later on, will in the opinion of Service Provider, involve a claim for additional payments, such additional payments shall be mutually agreed in line with the terms and conditions of the order.

- 20.2 If any change in the work is likely to result in reduction in cost, the parties shall agree in writing so as to the extent of reduction in payment to be made to Service Provider before Service provider proceeding with the change.

## **21. WAIVER OF RIGHTS**

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

## **22. LIMITATION OF LIABILITY**

- 22.1 The maximum aggregate liability of Service Provider, subject to clause 21.3, in respect of any claims, losses, costs or damages arising out of or in connection with this Agreement shall not exceed the total Project Cost.
- 22.2 Under no circumstances shall either Party be liable for any indirect, consequential or incidental losses, damages or claims including loss of profit, loss of business or revenue.
- 22.3 The limitations set forth in Clause 21.1 shall not apply with respect to:

- (i) claims that are the subject of indemnification pursuant to Clause 12<sup>10</sup> (infringement of third-party Intellectual Property Right).
- (ii) damage(s) occasioned by the Gross Negligence or Wilful Misconduct of Service Provider.
- (iii) damage(s) occasioned by Service Provider for breach of Confidentiality Obligations.
- (iv) Regulatory or statutory fines imposed by a Government or Regulatory agency for non-compliance of statutory or regulatory guidelines applicable to the Bank, provided such guidelines were brought to the notice of Service Provider.

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

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

## 23. FORCE MAJEURE

- 23.1 Notwithstanding anything else contained in the Agreement, neither Party shall be liable for any delay in performing its obligations herein if and to the extent that such delay is the result of an event of Force Majeure.

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<sup>10</sup> Please see Clause 12 ‘IPR Indemnification’

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

## 24. NOTICES

- 24.1 Any notice or any other communication required to be given under this Agreement shall be in writing and may be given by delivering the same by hand or sending the same by prepaid registered mail, postage prepaid, telegram or facsimile to the relevant address set forth below or such other address as each Party may notify in writing to the other Party from time to time. Any such notice given as aforesaid shall be deemed to be served or received at the time upon delivery (if delivered by hand) or upon actual receipt (if given by postage prepaid, telegram or facsimile).
- 24.2 A notice shall be effective when it is delivered or on the effective date of the notice, whichever is later.
- 24.3 The addresses for Communications to the Parties are as under.

(a) In the case of the Bank

The Deputy General Manager (Online Marketplace and B2B)  
Digital Transformation & e-Commerce,  
Corporate Centre,  
2nd Floor, Plot No. D-41/1,  
TTC Industrial Area,  
MIDC Turbhe,  
Navi Mumbai – 400705

(b) In case of Service Provider

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

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

## 25. GENERAL TERMS & CONDITIONS

- 25.1 TRAINING: Service Provider shall train designated Bank officials on the configuration, operation/ functionalities, maintenance, support & administration for Software, application architecture and components, installation, troubleshooting processes of the proposed Services as mentioned in this Agreement.
- 25.2 PUBLICITY: Service Provider may make a reference of the Services rendered to the Bank covered under this Agreement on Service provider's Web Site or in their sales presentations, promotional materials, business plans or news releases etc., only after prior written approval from the Bank.
- 25.3 SUCCESSORS AND ASSIGNS: This Agreement shall bind and inure to the benefit of the Parties, and their respective successors and permitted assigns.
- 25.4 NON-HIRE AND NON-SOLICITATION: During the term of this Agreement and for a period of one year thereafter, neither Party shall (either directly or indirectly through a third party) employ, solicit to employ, cause to be solicited for the purpose of employment or offer employment to any employee(s) of the other Party, or aid any third person to do so, without the specific written consent of the other Party. However, nothing in this clause shall affect the Bank's regular recruitments as per its recruitment policy and not targeted to the employees of Service provider.

- 25.5 SEVERABILITY: The invalidity or unenforceability of any provision of this Agreement shall not in any way effect, impair or render unenforceable this Agreement or any other provision contained herein, which shall remain in full force and effect.
- 25.6 MODIFICATION: This Agreement may not be modified or amended except in writing signed by duly authorized representatives of each Party with express mention thereto of this Agreement.
- 25.7 ENTIRE AGREEMENT: The following documents along with all addenda issued thereto shall be deemed to form and be read and construed as integral part of this Agreement and in case of any contradiction between or among them the priority in which a document would prevail over another would be as laid down below beginning from the highest priority to the lowest priority:
- (i) This Agreement.
  - (ii) Annexure of Agreement.
  - (iii) Purchase Order No. \_\_\_\_\_ dated \_\_\_\_\_; and
  - (iv) RFP
- 25.8 PRIVACY: Neither this Agreement nor any provision hereof is intended to confer upon any person/s other than the Parties to this Agreement any rights or remedies hereunder.
- 25.9 DUE 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.
- 25.10 COUNTERPART: This Agreement may be executed in duplicate and each copy is treated as original for all legal purposes.

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

**State Bank of India**

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

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

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

WITNESS:

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

## ANNEXURE-A

### DELIVERABLES/SCOPE OF WORK

1. Description of Deliverables:

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

2. Specifications, Performance Standards, and Functional Requirements:

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

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

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

3. Documentation:

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

4. Place of Service<sup>11</sup>

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

<sup>11</sup>Brief description of place of service

## 5. Standard Services

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

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

---

1.....

2.....

## 6. Maintenance/ Upgrades

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

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

## 7. Correction of Deficiencies in Deliverables

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

- a) Without prejudiced to the Bank's other rights under this Agreement, allow Service provider to continue its efforts to make corrections; or
- b) Accept the deliverable with its Deficiencies and reach agreement with Service provider on an equitable reduction to Service provider's charges for developing such deliverable to reflect the uncorrected Deficiencies; or

- c) Terminate this Agreement for cause in accordance with Clause 17 (except that the Bank is under no obligation to provide Service provider any further opportunity to cure) and recover its damages as set forth in this Agreement.

#### 8. Service Milestones<sup>12</sup>

| Milestones <sup>13</sup> related to in-scope services and/or components includes<br><Strike off whichever is not applicable>:- |                                  |                                       |
|--------------------------------------------------------------------------------------------------------------------------------|----------------------------------|---------------------------------------|
| Service Category                                                                                                               | Milestone                        | Duration (in months/weeks/days/hours) |
| Development<br><Strike off if not applicable>                                                                                  | <Brief description of milestone> | <mention the duration >               |
| Delivery                                                                                                                       | <Brief description of milestone> | <mention the duration >               |
| Installation                                                                                                                   | <Brief description of milestone> | <mention the duration >               |
| Configuration                                                                                                                  | <Brief description of milestone> | <mention the duration >               |
| User Acceptance Testing                                                                                                        | <Brief description of milestone> | <mention the duration >               |
| Documentation                                                                                                                  | <Brief description of milestone> | <mention the duration >               |
| Training                                                                                                                       | <Brief description of milestone> | <mention the duration >               |
| Live in Production                                                                                                             | <Brief description of milestone> | <mention the duration >               |

#### 9. Risk Management

- a. Service Provider shall identify and document the risk in delivering the Services. Service Provider shall identify the methodology to monitor and

<sup>12</sup> The Purpose of this clause is identify any assumption made for this agreement.

<sup>13</sup>Assumptions may include items including how the services will be used in future, projected growth rates that may impact how services are to be delivered and future changes that were considered but not included in the agreement

prevent the risk and shall also document the steps taken to manage the impact of the risks.

- b. Service Request

**ANNEXURE-B**

**INFRASTRUCTURE MANAGEMENT METRICS**

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

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

(b) SLA for Recovery Point Objective

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

(c) INFRASTRUCTURE SUPPORT METRICS

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

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

## ANNEXURE-C

## APPLICATION DEVELOPMENT &amp; MAINTENANCE METRIC.

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

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

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

**ANNEXURE-D****SERVICE DESK SUPPORT METRIC**

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

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

<Describe the service level reporting frequency and methodology>

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

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

SERVICE REVIEW MEETING<sup>15</sup>

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

- President,
- Members.....

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

**ANNEXURE-E****ESCALATION MATRIX**

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

**ANNEXURE-F****PENALTY FOR NON-PERFORMANCE OF SLA**

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

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

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

PENALTY FOR NON-PERFORMANCE AT HELP DESK

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

**ANNEXURE-G****Transition & Knowledge Transfer Plan****1. Introduction**

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

**2. Objectives**

2.1 The objectives of this annexure are to:

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

**3. General**

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

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

3.2.1 during any procurement process initiated by the Bank and in anticipation of the expiry or termination of the Agreement and irrespective of the identity of any potential or actual Replacement SERVICE PROVIDER, Service Provider shall comply with all reasonable requests by the Bank to provide information relating to the operation of

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

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

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

of this Agreement necessary to achieve an effective transition without disruption to routine operational requirements.

**4. Replacement Service Provider**

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

**5. Subcontractors**

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

**6. Transfer of Configuration Management Database**

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

**7. Transfer of Assets**

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

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

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

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

- i. Service Provider shall be responsible for the dismantling and packing of the Required Assets and to ensure their availability for collection by the Bank or its authorised representative by the date agreed for this.
  - ii. any charges levied by Service Provider for the Required Assets not owned by the Bank shall be fair and reasonable in relation to the condition of the Assets and the then fair market value; and
  - iii. for the avoidance of doubt, the Bank will not be responsible for the Assets.
- 7.4 Service Provider warrants that the Required Assets and any components thereof transferred to the Bank or Replacement SERVICE PROVIDER benefit from any remaining manufacturer's warranty relating to the Required Assets at that time, always provided such warranties are transferable to a third party.

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

- 8.1 6 (six) months prior to expiry or within 2 (two) week of notice of termination of this Agreement Service Provider shall deliver to the Bank all licenses for Software used in the provision of Services which were purchased by the Bank.
- 8.2 On notice of termination of this Agreement Service Provider shall, within 2 (two) week of such notice, deliver to the Bank details of all licenses for SERVICE PROVIDER Software and SERVICE PROVIDER Third Party Software used in the provision of the Services, including the terms of the software license agreements. For the avoidance of doubt, the Bank shall be responsible for any costs incurred in the transfer of licenses from Service Provider to the Bank or to a Replacement SERVICE PROVIDER provided such costs shall be agreed in advance. Where transfer is not possible or not economically viable the Parties will discuss alternative licensing arrangements.
- 8.3 Within 1 (one)month of receiving the software license information as described above, the Bank shall notify Service Provider of the licenses it wishes to be transferred, and Service Provider shall provide for the approval of the Bank a draft plan for license transfer, covering novation of agreements with relevant software providers, as required. Where novation is not possible or not economically viable the Parties will discuss alternative licensing arrangements.

## **9. Transfer of Software**

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

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

#### **10. Transfer of Documentation**

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

#### **11. Transfer of Service Management Process**

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

- (a) a plan for the handover and continuous delivery of the Service Desk function and allocate the required resources.
- (b) full and up to date, both historical and outstanding Service Desk ticket data including, but not limited to:
  - (1) Incidents.
  - (2) Problems.

- (3) Service Requests.
  - (4) Changes.
  - (5) Service Level reporting data.
- (c) a list and topology of all tools and products associated with the provision of the Software and the Services.
- (d) full content of software builds and server configuration details for software deployment and management; and
- (e) monitoring software tools and configuration.

## **12. Transfer of Knowledge Base**

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

## **13. Transfer of Service Structure**

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

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

(g) project plan and resource required to hand Service Structure capability over to the new team.

#### **14. Transfer of Data**

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

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

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

#### **15. Training Services on Transfer**

15.1 Service Provider shall comply with the Bank's reasonable request to assist in the identification and specification of any training requirements following expiry or termination. The purpose of such training shall be to enable the Bank or a Replacement SERVICE PROVIDER to adopt, integrate and utilize the Data and Assets transferred and to deliver an equivalent service to that previously provided by Service Provider.

15.2 The provision of any training services and/or deliverables and the charges for such services and/or deliverables shall be agreed between the parties.

15.3 Subject to paragraph 15.2 above, Service Provider shall produce for the Bank's consideration and approval 6 (six) months prior to expiry or within 10 (ten) working days of issue of notice of termination:

- i. A training strategy, which details the required courses and their objectives.
- ii. Training materials (including assessment criteria); and
- iii. a training plan of the required training events.

15.4 Subject to paragraph 15.2 above, Service Provider shall schedule all necessary resources to fulfil the training plan, and deliver the training as agreed with the Bank.

15.5 SERVICE PROVIDER shall provide training courses on operation of licensed /open source software product at Bank's \_\_\_\_\_ Premises, at such times, during business hours as Bank may reasonably request. Each training course will last for \_\_\_\_\_ hours. Bank may enrol up to \_\_\_\_\_ of its staff or \_\_\_\_\_ employees of the new/replacement service provider in any training course, and Service Provider shall provide a hard copy of the Product (licensed or open sourced) standard training manual for each enrollee. Each training course will be taught by a technical expert with no fewer than \_\_\_\_\_ years of experience in operating \_\_\_\_\_ software system. SERVICE PROVIDER shall provide the \_\_\_\_\_ training without any additional charges.

## **16. Transfer Support Activities**

16.1 6 (six) months prior to expiry or within 10 (ten) Working Days of issue of notice of termination, Service Provider shall assist the Bank or Replacement SERVICE PROVIDER to develop a viable exit transition plan which shall contain details of the tasks and responsibilities required to enable the transition from the Services provided under this Agreement to the Replacement SERVICE PROVIDER or the Bank, as the case may be.

16.2 The exit transition plan shall be in a format to be agreed with the Bank and shall include, but not be limited to:

- i. a timetable of events.
- ii. resources.
- iii. assumptions.
- iv. activities.
- v. responsibilities; and
- vi. risks.

16.3 Service Provider shall supply to the Bank or a Replacement SERVICE PROVIDER specific material including but not limited to:

- (a) Change Request log.
- (b) entire back-up history; and
- (c) dump of database contents including the Asset Register, problem management system and operating procedures. For the avoidance of doubt this shall not

include proprietary software tools of Service Provider which are used for project management purposes generally within Service Provider's business.

- 16.4 Service Provider shall supply to the Bank or a Replacement SERVICE PROVIDER proposal for the retention of Key Personnel for the duration of the transition period.
- 16.5 On the date of expiry Service Provider shall provide to the Bank refreshed versions of the materials required under paragraph 16.3 above which shall reflect the position as at the date of expiry.
- 16.6 Service Provider shall provide to the Bank or to any Replacement SERVICE PROVIDER within 14 (fourteen) Working Days of expiry or termination a full and complete copy of the Incident logbook and all associated documentation recorded by Service Provider till the date of expiry or termination.
- 16.7 Service Provider shall provide for the approval of the Bank a draft plan to transfer or complete work-in-progress at the date of expiry or termination.

## **17. Use of Bank Premises**

- 17.1 Prior to expiry or on notice of termination of this Agreement, Service Provider shall provide for the approval of the Bank a draft plan specifying the necessary steps to be taken by both Service Provider and the Bank to ensure that the Bank's Premises are vacated by Service Provider.
- 17.2 Unless otherwise agreed, Service Provider shall be responsible for all costs associated with Service Provider's vacation of the Bank's Premises, removal of equipment and furnishings, redeployment of SERVICE PROVIDER Personnel, termination of arrangements with Subcontractors and service contractors and restoration of the Bank Premises to their original condition (subject to a reasonable allowance for wear and tear).

## Appendix-J: 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, Madam 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) 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, for resolution of any disputes.
- (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 three (3) 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 parties 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), 2021 at \_\_\_\_\_ (place)

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

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

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

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

**Appendix-K: PRE-BID QUERY FORMAT**

**(To be provide strictly in Excel format)**

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

**Appendix-L: FORMAT FOR SUBMISSION OF CLIENT REFERENCES**
**To whosoever it may concern**

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

Along with the details above, work order/completion certificate/letter from client to be attached for each client reference

**Name & Signature of authorised signatory**

**Seal of Company**

**Appendix-M: PRE-CONTRACT INTEGRITY PACT****(TO BE STAMPED AS AN AGREEMENT)****General**

This pre-Bid pre-contract Agreement (hereinafter called the Integrity Pact) is made on \_\_\_\_\_ day of the month of 2021, between, on the one hand, the State Bank of India a body corporate incorporated under the State Bank of India Act, 1955 having its Corporate Centre at State Bank Bhavan, Nariman Point, Mumbai through its \_\_\_\_\_ Department / Office at Global IT Centre at CBD Belapur, 400614, (hereinafter called the "BUYER", which expression shall mean and include, unless the context otherwise requires, its successors) of the First Part

And

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

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

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

NOW, THEREFORE,

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

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

prevent corruption, in any form, by its officials by following transparent procedures.

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

**1. Commitments of the BUYER**

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

**2. Commitments of BIDDERS**

- 2.1 The BIDDER commits itself to take all measures necessary to prevent corrupt practices, unfair means and illegal activities during any stage of its Bid or during any pre-contract or post-contract stage in order to secure the contract or in furtherance to secure it and in particular commit itself to the following:
- 2.2 The BIDDER will not offer, directly or through intermediaries, any bribe, gift, consideration, reward, favour, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any official of the BUYER, connected directly or indirectly with the bidding process, or to any person, organisation or third party related to the contract in exchange for any advantage in the bidding, evaluation, contracting and implementation of the contract.
- 2.3 The BIDDER further undertakes that it has not given, offered or promised to give, directly or indirectly any bribe, gift, consideration, reward, favour, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any official of the BUYER or otherwise in procuring the Contract or forbearing to do or having done any act in relation to the obtaining or execution of the contract or any

- other contract with State Bank of India for showing or forbearing to show favour or disfavour to any person in relation to the contract or any other contract with State Bank of India.
- 2.4 Wherever applicable, the BIDDER shall disclose the name and address of agents and representatives permitted by the Bid documents and Indian BIDDERS shall disclose their foreign principals or associates, if any.
  - 2.5 The BIDDER confirms and declares that they have not made any payments to any agents/brokers or any other intermediary, in connection with this Bid/contract.
  - 2.6 The BIDDER further confirms and declares to the BUYER that the BIDDER is the original vendors or service providers in respect of product / service covered in the Bid documents and the BIDDER has not engaged any individual or firm or company whether Indian or foreign to intercede, facilitate or in any way to recommend to the BUYER or any of its functionaries, whether officially or unofficially to the award of the contract to the BIDDER, nor has any amount been paid, promised or intended to be paid to any such individual, firm or company in respect of any such intercession, facilitation or recommendation.
  - 2.7 The BIDDER, at the earliest available opportunity, i.e. either while presenting the Bid or during pre-contract negotiations and in any case before opening the financial Bid and before signing the contract, shall disclose any payments he has made, is committed to or intends to make to officials of the BUYER or their family members, agents, brokers or any other intermediaries in connection with the contract and the details of services agreed upon for such payments.
  - 2.8 The BIDDER will not collude with other parties interested in the contract to impair the transparency, fairness and progress of the bidding process, bid evaluation, contracting and implementation of the contract.
  - 2.9 The BIDDER will not accept any advantage in exchange for any corrupt practice, unfair means and illegal activities.
  - 2.10 The BIDDER shall not use improperly, for purposes of competition or personal gain, or pass on to others, any information provided by the BUYER as part of the business relationship, regarding plans, technical proposals and business details, including information contained in any electronic data carrier. The BIDDER also undertakes to exercise due and adequate care lest any such information is divulged.
  - 2.11 The BIDDER commits to refrain from giving any complaint directly or through any other manner without supporting it with full and verifiable facts.
  - 2.12 The BIDDER shall not instigate or cause to instigate any third person to commit any of the actions mentioned above.
  - 2.13 If the BIDDER or any employee of the BIDDER or any person acting on behalf of the BIDDER, either directly or indirectly, is a relative of any of the officers of the BUYER, or alternatively, if any relative of an officer of the BUYER has financial interest/stake in the BIDDER's firm, the same shall be disclosed by the BIDDER at the time of filing of tender. The term 'relative' for this purpose would be as defined in Section 6 of the Companies Act 1956.
  - 2.14 The BIDDER shall not lend to or borrow any money from or enter into any monetary

dealings or transactions, directly or indirectly, with any employee of the BUYER.

### **3. Previous Transgression**

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

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

- 4.1 While submitting commercial Bid, the BIDDER shall deposit an amount (specified in RFP) as Earnest Money/Security Deposit, with the BUYER through any of the mode mentioned in the RFP / Bid document and no such mode is specified, by a Bank Draft or a Pay Order in favour of State Bank of India from any Bank including SBI . However payment of any such amount by way of Bank Guarantee, if so permitted as per Bid documents / RFP should be from any Scheduled Commercial Bank other than SBI and promising payment of the guaranteed sum to the BUYER on demand within three working days without any demur whatsoever and without seeking any reasons whatsoever. The demand for payment by the BUYER shall be treated as conclusive proof for making such payment to the BUYER.
- 4.2 Unless otherwise stipulated in the Bid document / RFP, the Earnest Money/Security Deposit shall be valid up to a period of three years or the complete conclusion of the contractual obligations to the complete satisfaction of both the BIDDER and the BUYER, including warranty period, whichever is later.
- 4.3 In case of the successful BIDDER a clause would also be incorporated in the Article pertaining to Performance Bond in the Purchase Contract that the provisions of Sanctions for Violation shall be applicable for forfeiture of Performance Bond in case of a decision by the BUYER to forfeit the same-without assigning any reason for imposing sanction for violation of this Pact.
- 4.4 No interest shall be payable by the BUYER to the BIDDER on Earnest Money/Security Deposit for the period of its currency.

### **5. Sanctions for Violations**

- 5.1 Any breach of the aforesaid provisions by the BIDDER or anyone employed by it or acting on its behalf (whether with or without the knowledge of the BIDDER) shall entitle the BUYER to take all or any one of the following actions, wherever required:
- i. To immediately call off the pre contract negotiations without assigning any reason and without giving any compensation to the BIDDER. However, the proceedings with the other BIDDER(s) would continue, unless the BUYER desires to drop the entire process.

- ii. The Earnest Money Deposit (in pre-contract stage) and/or Security Deposit/Performance Bond (after the contract is signed) shall stand forfeited either fully or partially, as decided by the BUYER and the BUYER shall not be required to assign any reason therefor.
- iii. To immediately cancel the contract, if already signed, without giving any compensation to the BIDDER.
- iv. To recover all sums already paid by the BUYER, and in case of an Indian BIDDER with interest thereon at 2% higher than the prevailing Base Rate of State Bank of India, while in case of a BIDDER from a country other than India with interest thereon at 2% higher than the LIBOR. If any outstanding payment is due to the BIDDER from the BUYER in connection with any other contract for any other stores, such outstanding could also be utilized to recover the aforesaid sum and interest.
- v. To encash the advance bank guarantee and performance bond/warranty bond, if furnished by the BIDDER, in order to recover the payments, already made by the BUYER, along with interest.
- vi. To cancel all or any other Contracts with the BIDDER. The BIDDER shall be liable to pay compensation for any loss or damage to the BUYER resulting from such cancellation/rescission and the BUYER shall be entitled to deduct the amount so payable from the money(s) due to the BIDDER.
- vii. To debar the BIDDER from participating in future bidding processes of the BUYER or any of its Subsidiaries for a minimum period of five years, which may be further extended at the discretion of the BUYER.
- viii. To recover all sums paid, in violation of this Pact, by BIDDER(s) to any middleman or agent or broker with a view to securing the contract.
- ix. Forfeiture of Performance Bond in case of a decision by the BUYER to forfeit the same without assigning any reason for imposing sanction for violation of this Pact.
- x. (x) Intimate to the CVC, IBA, RBI, as the BUYER deemed fit the details of such events for appropriate action by such authorities.

**5.2** The BUYER will be entitled to take all or any of the actions mentioned at para 5.1(i) to (x) of this Pact also on the Commission by the BIDDER or any one employed by it or acting on its behalf (whether with or without the knowledge of the BIDDER), of an offence as defined in Chapter IX of the Indian Penal code, 1860 or Prevention of Corruption Act, 1988 or any other statute enacted for prevention of corruption.

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

## **6. Fall Clause**

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

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

## 7. Independent Monitors

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

|  |  |
|--|--|
|  |  |
|--|--|

- 7.2 The task of the Monitors shall be to review independently and objectively, whether and to what extent the parties comply with the obligations under this Pact.
- 7.3 The Monitors shall not be subjected to instructions by the representatives of the parties and perform their functions neutrally and independently.
- 7.4 Both the parties accept that the Monitors have the right to access all the documents relating to the project/procurement, including minutes of meetings. Parties signing this Pact shall not approach the Courts while representing the matters to Independent External Monitors and he/she will await their decision in the matter.
- 7.5 As soon as the Monitor notices, or has reason to believe, a violation of this Pact, he will so inform the Authority designated by the BUYER.
- 7.6 The BIDDER(s) accepts that the Monitor has the right to access without restriction to all Project documentation of the BUYER including that provided by the BIDDER. The BIDDER will also grant the Monitor, upon his request and demonstration of a valid interest, unrestricted and unconditional access to his project documentation. The same is applicable to Subcontractors. The Monitor shall be under contractual obligation to treat the information and documents of the BIDDER/Subcontractor(s) with confidentiality.
- 7.7 The BUYER will provide to the Monitor sufficient information about all meetings among the parties related to the Project provided such meetings could have an impact on the contractual relations between the parties. The parties will offer to the Monitor the option to participate in such meetings.
- 7.8 The Monitor will submit a written report to the designated Authority of

BUYER/Secretary in the Department/ within 8 to 10 weeks from the date of reference or intimation to him by the BUYER / BIDDER and, should the occasion arise, submit proposals for correcting problematic situations.

#### **8. Facilitation of Investigation**

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

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

This Pact is subject to Indian Law. The place of performance and jurisdiction is the seat of the BUYER.

#### **10. Other Legal Actions**

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

#### **11. Validity**

11.1 The validity of this Integrity Pact shall be from date of its signing and extend up to 3 years or the complete execution of the contract to the satisfaction of both the BUYER and the BIDDER/Seller, including warranty period, whichever is later. In case BIDDER is unsuccessful, this Integrity Pact shall expire after six months from the date of the signing of the contract, with the successful Bidder by the BUYER.

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

12. The parties hereby sign this Integrity Pact at \_\_\_\_\_ on \_\_\_\_\_/2021.

For BUYER

Name of the Officer.

Designation

Office / Department / Branch

State Bank of India.

For BIDDER

Chief Executive Officer/

Authorized Signatory

Designation

Witness

1.

2.

Witness

1.

2.

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

**Appendix-N: FORMAT FOR EMD BANK GUARANTEE**

To,

.....  
 .....

Dear Sir,

**EMD BANK GUARANTEE FOR  
 NAME OF SERVICES TO STATE BANK OF INDIA TO MEET SUCH  
 REQUIREMENTS AND PROVIDE SUCH SERVICES AS ARE SET OUT IN THE RFP  
 NO. SBI/B2B/04 DATED 09/04/2021**

WHEREAS State Bank of India (SBI), having its Corporate Office at Nariman Point, Mumbai, and Regional offices at other State capital cities in India has invited Request to provide \_\_\_\_\_ (name of Service) as are set out in the Request for Proposal No. **SBI/B2B/04 dated 09/04/2021**.

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

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

**4. NOW THIS GUARANTEE WITNESSETH THAT**

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

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

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

6. We hereby further agree that –

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

Notwithstanding anything contained hereinabove:

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

Yours faithfully,

For and on behalf of

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

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

**Appendix-O: ACKNOWLEDGEMENT OF RULE 144 (xi) OF THE GENERAL FINANCIAL RULES (GFRs) 2017**

To:

< Address of tendering office >

Dear Sir,

**SUBJECT: RESTRICTIONS UNDER RULE 144 (xi) OF THE GENERAL FINANCIAL RULES (GFRs) 2017**

We are aware of the above rules, as amended vide Ministry of Finance, Department of Expenditure, Public Procurement Division letter no. F No. 6/18/2019-PPD dated 23/07/2020 and declare as under:

"I/We have read the clauses stated in the Office Memorandum issued by Ministry of Finance on the Insertion of Rule 144 (xi) in the General Financial Rules (GFRs), 2017 dated 23 July 2020 and amendments & clarifications hereto regarding restrictions on procurement from a bidder of a country which shares a land border with India and on sub-contracting to contractors from such countries. I certify that this bidder and our OEM (if any) is not from such a country, or if from such a country, has been registered with the Competent Authority. I hereby certify that this bidder fulfils all requirements in this regard and is eligible to be considered.

Name & Signature of authorized signatory

---

(Signature) (Name)

(In the capacity of)

---

Seal of the bidder

**Note:** (Where applicable, evidence of valid registration by the Competent Authority shall be attached).

**ABBREVIATIONS AND ACRONYMS:**

|         |                                                         |
|---------|---------------------------------------------------------|
| AD      | Active Directory                                        |
| AI      | Artificial Intelligence                                 |
| AMC     | Annual Maintenance Contract                             |
| AML     | Anti-money laundering                                   |
| API     | Application Programming Interface                       |
| ATS     | Annual Technical Support                                |
| BG      | Bank Guarantee                                          |
| BRD     | Business Requirement Document                           |
| BU      | Business Unit                                           |
| C&AG    | Comptroller and Auditor General                         |
| CAM     | Credit Assessment Memorandum                            |
| CERT-IN | Indian Computer Emergency Response Team                 |
| CGM     | Chief General Manager                                   |
| CINB    | Corporate Internet Banking                              |
| COTS    | Commercial off-the-shelf                                |
| CRM     | Customer Relationship Management                        |
| CSM     | Certified Scrum Master                                  |
| CUG     | Closed User Group                                       |
| CV      | Curriculum Vitae                                        |
| CVC     | Central Vigilance Commission                            |
| DB      | Database                                                |
| DGM     | Deputy General Manager                                  |
| DLP     | Data loss prevention                                    |
| DMD     | Deputy Managing Director                                |
| DMZ     | Demilitarized Zone                                      |
| DPIIT   | Department for Promotion of Industry and Internal Trade |
| DR      | Disaster Recovery                                       |
| DT      | Digital Transformation                                  |
| EMD     | Earnest Money Deposit                                   |
| EOI     | Expression of Interest                                  |
| EPFO    | Employees' Provident Fund                               |
| ETB     | Existing to Bank                                        |
| FSD     | Functional Specification Document                       |
| GM      | General Manager                                         |
| GST     | Goods & Service Tax                                     |
| IBA     | Indian Banks' Association                               |
| IDS     | Intrusion Detection Systems                             |
| IPR     | Intellectual Property Rights                            |
| IPS     | Intrusion Protection Systems                            |
| IS      | Information Security                                    |

|          |                                                            |
|----------|------------------------------------------------------------|
| ISO      | International Organization for Standardization             |
| IT       | Information Technology                                     |
| ITR      | Income Tax Return                                          |
| JV       | Joint Venture                                              |
| KYC      | Know Your Customer                                         |
| LLMS     | Loan Lifecycle Management System                           |
| LLP      | Limited Liability Partnership                              |
| LMS      | Loan Management System                                     |
| LOS      | Loan Origination System                                    |
| LTE      | Limited Tender Enquiry                                     |
| MBA      | Master of Business Administration                          |
| MCA      | Ministry of Corporate Affairs                              |
| MIS      | Management Information System                              |
| ML       | Machine Learning                                           |
| MSE      | Micro & Small Enterprises                                  |
| MSME     | Micro, Small & Medium Enterprises                          |
| MZ       | Militarized Zone                                           |
| NAC      | Network Access Control                                     |
| NDA      | Non-Disclosure Agreement                                   |
| NFR      | Non-Functional Requirement                                 |
| NSIC     | National Small Industries Corporation                      |
| NTB      | New to Bank                                                |
| OCR      | Optical Character Recognition                              |
| PAN      | Permanent Account Number                                   |
| PCI DSS  | Payment Card Industry Data Security Standard               |
| PMO      | Project Management Office                                  |
| PMP      | Project Management Professional Certification              |
| PO       | Purchase Order                                             |
| POA      | Power of Attorney                                          |
| POC      | Proof of Concept                                           |
| POS      | Point of Sale                                              |
| PR       | Primary Recovery                                           |
| PSM      | Professional Scrum Master                                  |
| RACPC    | Retail Assets Centralised Processing Centre                |
| RASMECCC | Retail Asset & Small Medium Enterprises City Credit Centre |
| RBI      | Reserve Bank of India                                      |
| RFP      | Request for Proposal                                       |
| ROI      | Return on Investment                                       |
| RTO      | Recovery Time objective                                    |
| S&S      | Support & Services                                         |
| SBG      | State Bank Group                                           |
| SBI      | State Bank of India                                        |

|        |                                                  |
|--------|--------------------------------------------------|
| SIT    | System Integration Testing                       |
| SLA    | Service Level of Agreement                       |
| SME    | Small & Medium Enterprise                        |
| SMECCC | Small Medium Enterprises City Credit Centre      |
| SOC    | Security Operation Centre                        |
| SSO    | Single Sign On                                   |
| TAT    | Turn Around Time                                 |
| TC     | Techno Commercial                                |
| TCO    | Total Cost of Ownership                          |
| TDS    | Tax Deducted at Source                           |
| TOGAF  | The Open Group Architecture Framework            |
| TOR    | Terms of Reference                               |
| UAT    | User Acceptance Testing                          |
| UI     | User Interface                                   |
| UX     | User Experience                                  |
| VAPT   | Vulnerability Assessment and Penetration Testing |
| VPN    | Virtual Private Network                          |
| WAF    | Web application firewall                         |